

# **EXHIBIT 61**

IN THE CIRCUIT COURT OF THE STATE OF OREGON  
FOR THE COUNTY OF LANE

In re Judicial Dissolution of  
**Zadeh Kicks LLC dba Zadeh Kicks,**  
the Petitioner.

Case No. 22CV16510

RECEIVER'S INITIAL INVENTORY AND  
REPORT

David P. Stapleton, the court appointed receiver ("Receiver") for the above-entitled action, respectfully submits the following Initial Inventory and Report.

**I. Appointment and Takeover**

Petitioner Zadeh Kicks LLC ("Petitioner" or "Zadeh Kicks"), through its sole member, Michael Malekzadeh ("Malekzadeh") (together, "Petitioners"), filed a motion with this Court for a judicial dissolution of Zadeh Kicks and for an order appointing a receiver to continue Petitioner's voluntary dissolution and to take possession, control, management, and operation of Petitioner's assets.

On May 20, 2022, the Order Appointing Receiver (the "Order") was entered with this Court. In accordance with the Order, the Receiver took possession of the receivership estate and immediately met with Malekzadeh, and his counsel at the Zadeh Kicks offices to discuss the takeover of the receivership estate and the Receiver's role. A copy of the Order is attached as **Exhibit "A."**

On June 1, 2022, the Oath of Receiver was filed with this Court, a copy of which is attached as **Exhibit "B."** The Order waived the posting of a bond and required that the Receiver carry an insurance policy with coverage and limits determined by the Court in lieu of a bond. On May 27,

2022, the Court entered an Order Granting Receiver's Unopposed Motion to Amend Order Appointing Receiver, which modified Section 2 of the Order to authorize the Receiver to post a bond in the amount of \$15,000 in lieu of procuring insurance, a copy of which is attached as **Exhibit "C"**. On June 2, 2022, the Receiver filed a Notice of Filing Oath and Bond of Receiver, and Notice of Retention of Counsel ("Notice"), a copy of which is attached as **Exhibit "D."** On June 8, 2022, a \$15,000 bond was posted with the Court. A copy of the bond is attached as **Exhibit "E."** On June 17, 2022, the Court entered an Order Granting Receiver's Unopposed Motion for Alternative Service, a copy of which is attached hereto as **Exhibit "F."** This Court also entered an Order Granting Receiver's Motion for Association of Out-of-State Counsel *Pro Hac Vice* for Oren Bitan on June 30, 2022, which permitted Mr. Bitan to appear and participate in this case pursuant to UTCR 3.170 in association with his partner Daniel P. Larsen. Attached as **Exhibit "G"** is the Order Granting the Motion for Association of Out-of-State Counsel *Pro Hac Vice*.

## **II. Background & Takeover**

Zadeh Kicks is a premium brand sneaker resale company that was formed in 2013. Zadeh Kicks experienced exponential sales growth from January 2020 to May 2022. The Petitioner's liabilities greatly exceed its assets, rendering Zadeh Kicks insolvent with many unfulfilled orders pending with the company. The Receiver is investigating the underlying facts regarding the insolvency. The Petitioner requested the appointment of a receiver to marshal and liquidate assets and to handle claims from numerous creditors. Mr. Malekzadeh, the principal of the Petitioner, cooperated with the Receiver during the transition period.

Due to the initial exposure of the news related to the takeover of the Zadeh Kicks business by the Receiver and the social media traffic including pictures of the warehouses and direct personal threats to Malekzadeh, the Receiver entered into an agreement with a security vendor to provide 24-hour security to ensure the safety of all employees and personnel located at the warehouse as well as to secure inventory. The Receiver also installed security cameras at all locations.

### 1 **III. Communication and Cooperation with Third Parties**

2 The Receiver has cooperated with the United States Attorney's Office in the Department  
3 of Justice ("DOJ"), the Federal Bureau of Investigations ("FBI") and Homeland Security  
4 Investigations ("HSI") regarding various components of ongoing investigations related to the  
5 former operations of Zadeh Kicks and their independent review of details impacting harmed  
6 customers.

7 The Receiver is actively communicating with various third-party service providers that  
8 serviced platforms used in the Zadeh Kicks business, including Shopify (website, e-commerce  
9 store, payment processor), Paypal (merchant), Rise.ai (gift cards) and UPS (shipping) to obtain  
10 and share information helpful in reviewing the validity of credit card chargebacks regarding  
11 customer credit cards. The Receiver has served the Order on all of these parties. To date, Shopify  
12 has failed to respond to the Receiver's requests to reinstate complete access to the company's  
13 Shopify account. The Receiver issued a subpoena to the United Parcel Service for the purpose of  
14 securing shipment information of products so that the Receiver can effectively respond to customer  
15 chargeback requests.

16 The Receiver has also communicated with various financial institutions, including Lead  
17 Bank, Chase Bank and Nextwave Funding regarding business loans and cash in bank accounts for  
18 the business. The Receiver has also served the Order on all of these institutions. Details regarding  
19 communication with these institutions are discussed in further detail in *Section X* below.

### 20 **IV. Updates Regarding Federal Criminal Investigation**

21 The Receiver has been working cooperatively with the federal government to marshal the  
22 assets of the Receivership Estate and to date, the federal government has taken custody of a number  
23 of Mr. Malekzadeh's personal assets, including watches, jewelry, handbags, and approximately  
24 \$6.1 million in cash. It is the Receiver's understanding that the federal government's investigation  
25 continues.

26 ///

1           **V.     Operations**

2           Prior to the Receiver's appointment, Zadeh Kicks disabled the ordering function of its  
3 website so that no new orders of sneakers could be placed. As of the date of the Receiver's  
4 appointment, Zadeh Kicks was operating on a limited basis by filling outstanding orders for which  
5 the company had inventory in stock.

6           Upon his appointment, the Receiver immediately ceased any fulfillment of orders while he  
7 and his team could assess the impact of this on all creditors. At this time, the Receiver does not  
8 plan to resume fulfillment of shoes in the ordinary course and instead is focusing his efforts on a  
9 sale strategy to maximize recovery from the inventory for the benefit of all creditors as summarized  
10 further in *Section XI* below.

11           The Receiver retained a limited staff of employees to organize and finalize the inventory  
12 of all items, including Malekzadeh's personal property items.

13           **VI.     Communication with Investors / Creditors / Victims**

14           On May 26, 2022, the Receiver sent out an email notification of his appointment to all  
15 known customers and to inform them of a new email address set up for inquiries. Within one day,  
16 approximately 3,500 emails were received. To assist with the volume of emails and telephone  
17 calls, the Receiver entered into a Standard Claims Administration and Notice Agreement with  
18 Donlin Recano & Company, Inc. ("DRC"). DRC is assisting the Receiver with noticing and claims  
19 management and reconciliation. DRC has been responding to all email and telephone inquiries and  
20 has set up a website that contains frequently asked questions for customers as well as a copy of the  
21 Order and other case documents that will be uploaded from time to time. The Receiver intends to  
22 post any other pertinent information and pleadings for the potential claimants in this matter.

23           The Receiver has also been in contact for certain large customers and their respective  
24 investors and their counsel regarding the details of their specific claims against the receivership  
25 estate. On June 16, 2022, the Receiver served and published his Initial Notice to Creditors and  
26 Other Interested Persons of Receivership, a copy of which is attached hereto as **Exhibit "H."**

## **VII. Creditor List and Inventory**

Pursuant to ORS 37.190(1), within 60 days after appointment, or within such other time as the court may specify, the Receiver is to file with the court a schedule of all known creditors of the owner, their last known mailing addresses, the amount and nature of their claims and whether their claims are disputed.

As of the date of this report, the Receiver has not yet determined whether the assets in the receivership estate will be sufficient to make material distributions to unsecured creditors, and therefore, in accordance with ORS 37.190(2), the Receiver requests the court order that the Receiver not file the schedule required by ORS 37.190(1) and provide the Receiver additional time to determine if this is appropriate. Additionally, the size of the creditor list is substantial given the thousands of unfulfilled orders and potential claims. For these reasons, the Receiver will not file a comprehensive creditor list at this time, but reports the following claims that the Receiver are currently aware of:

- Nextwave Funding: claim totaling approximately \$14.6 million, plus interest
- Lead Bank: claim totaling approximately \$3.975 million, plus interest
- Chase Bank: claim totaling approximately \$1.4 million, plus interest

## **VIII. Inventory**

The Receiver immediately took measures to identify and secure the sneaker inventory, which comprises the vast majority of the physical assets of the receivership estate other than cash. The sneaker inventory primarily consists of brand new sneakers, in boxes, with tags, that were acquired from a variety of other sneaker resellers and totals approximately 60,000 pairs of shoes. Of the approximately 60,000 pairs, there are approximately 100 pairs that are subject to a pending insurance claim from damage at the facility prior to the Receiver's appointment.

Zadeh Kicks did not have a comprehensive inventory system housing the inventory, nor did it have sophisticated procurement, order processing, fulfillment or shipping procedures. Malekzadeh reported that in the weeks leading up to the Receiver's appointment, the staff

completed an inventory of approximately 70% of the company's sneaker inventory. The Receiver worked with the staff to review the inventory and perform test counts of the inventory to gain comfort in total quantities. The Receiver noted no material variances from the inventory in his test counts. The Receiver also managed the staff to complete an inventory of the remaining 30%<sup>1</sup>.

Based on the sensitive and valuable nature of the inventory, the Receiver is not providing a detail of this inventory and has instead summarized the inventory by categories. Should this Court wish to receive a detail of the inventory, the Receiver is prepared to provide it. Attached as **Exhibit "I"** is a summary of the inventory by category.

Additionally, the Receiver has taken possession of various categories of items that appear to be Malekzadeh's personal property, including approximately 1,100 pairs of sneakers (both new and used) and various other collectibles.

#### **IX. Cash and Financial Statements**

At the time of the appointment of the Receiver, the Petitioner had several pre-existing bank accounts at Chase Bank and Lead Bank and the Receiver immediately contacted the banks to take possession of cash. Further discussion of the responses from the banks is detailed in *Section X* below. The following is a summary of cash activity for the receivership period since the Receiver's appointment and ending June 30, 2022:

Beginning Cash, 5/20/2022	\$ -
Cash Receipts	2,207,302
Payroll Expense	(57,605)
Rent Expense	(9,900)
All Other Expenses	(31,250)
<b>Ending Cash, 6/30/2022</b>	<b>\$ 2,108,546</b>

Attached as **Exhibit "J"** is a summary of cash receipts and disbursements since inception to-date through June 30, 2022.

<sup>1</sup> The 70% and 30% represent figures based on total quantity of sneakers, not value.

**X. Turnover of Bank Accounts and Offsets**

As summarized above, to-date, the Receiver has taken possession of bank accounts consisting of cash of approximately \$1.7 million, which represents certain funds that were being held by Chase Bank (“Chase”).

With respect to turnover demands for funds held at Chase, total funds in Chase bank accounts as of the Receiver’s appointment was approximately \$3.1 million. Chase also reported that Zadeh Kicks owed Chase \$1.4 million for a balance owed on a Chase corporate credit card. Chase agreed to release the balance totaling approximately \$1.7 million to the Receiver, which was received on May 27, 2022, however Chase has taken the position that it is entitled to offset Petitioner’s credit card debt with the remaining account balance. The Receiver has responded that Chase should turn over the remaining balance to the Receiver because the source of those monies are deposits from Petitioner’s customers. The Receiver and Chase continue to meet and confer and if need be, the issue will be briefed and presented to the Court for instructions. Similarly, Lead Bank is currently holding approximately \$775,000 in a deposit account held in the name of Petitioner that Lead Bank contends should be applied to the balance of the Petitioner’s debt to Lead Bank. The Receiver and Lead Bank are meeting and conferring with respect to this issue. If the Receiver is unable to resolve these issues voluntarily, the Receiver will apply to this Court for instructions regarding turnover of these funds.

On June 9, 2022, the Receiver discovered the existence of two lawsuits filed against Petitioner by Nextwave Funding in the Third Judicial District Court in Salt Lake City, Utah. The Receiver immediately contacted counsel for Nextwave and the Court to notify them of the existence of the Receivership. Despite that notice, a judgment was entered on June 10, 2022 in the case captioned as *Nextwave Funding d/b/a Nextwave Funding, a Utah Limited Liability Company v. Zadeh Kicks, LLC dba Zadeh Kicks/Zadeh Concepts, LLC and Michael Malekzadeh*, Case No. 220903251. The Receiver immediately filed an objection with the Utah Court, which resulted in the Utah court vacating the judgment. The Receiver then requested that Nextwave



dismiss Petitioner from both lawsuits and submit a claim within the Receivership. Nextwave agreed and filed a Notice of Dismissal Without Prejudice of Zadeh Kicks, LLC, a copy of which is attached as **Exhibit “K,”** and requested that its judgment be withdrawn, which resulted in the Utah Court issuing an order granting *ex parte* motion to withdraw proposed judgment, a copy of which is attached as **Exhibit “L.”**

## **XI. Sale Strategy**

The Receiver is currently in the process of reviewing a plan for selling the inventory on hand. The potential avenues for maximizing the recovery from these assets include selling the items in bulk and selling the items through an orderly wind-down process via a consumer-to-consumer sales platform. The Receiver has contacted representatives at various consumer-to-consumer sales platforms to discuss the volume of the Zadeh Kicks inventory and the considerations for offering these to the market. The Receiver will provide further updates on this process in future reports.

## **XII. Forensic Accounting / Review**

The Receiver is undergoing a preliminary forensic accounting effort to summarize the sources and uses of cash for Zadeh Kicks. Understanding the historical sources and uses of cash is a critical forensic analysis as this explains how investor and creditor funds were used. As was the case with the inventory, it appears that the Zadeh Kicks business did not have sophisticated procedures related to its accounting and financial reporting function. Therefore, it appears that there is no comprehensive set of books and records / financial statements that would easily serve as a reliable source data to test.

Instead, the Receiver has compiled data from various sources including the bank statements, Shopify order histories and other sources to understand historical cash flow. The Receiver is in the process of conducting his financial accounting review as of the date of this report.

The Receiver has determined that the best value add to the investors at this time will likely be to produce investor capital balances based on a money-in, money-out (“MIMO”) approach. The

MIMO analyses will serve as the foundation for the development of a distribution plan to be presented to the Court at a later date.

The Receiver's forensic accounting will also identify any "net winners" – meaning those investors who may have ultimately received back more money than they contributed – and "net losers" – meaning those investors who did not receive back as much (or any) money as what they contributed and who therefore would have legitimate claims in the receivership estate. The Receiver remains in the process of reviewing books and records to attempt to identify investors who were "net winners" and who were "net losers".

The Receiver has obtained various source data and the Receiver has also conferred with Malekzadeh's forensic accountant regarding work performed to-date with the goal of being able to leverage any summarized data compiled to-date to reduce the administrative costs to the estate by duplicating such efforts. Of course, any conclusions or work product generated by the Receiver will be solely that of the Receiver, but the Receiver believes there are efficiencies that can benefit the creditors by reviewing and testing work already prepared.

### **XIII. Insurance**

Upon appointment, the Receiver modified and renewed the existing general liability and personal business property coverages. As of the date of this report, the coverage is current and adequate.

### **XIV. Legal**

Pursuant to the Order and application to this Court, the Receiver engaged Buchalter, A Professional Corporation, as Receiver's counsel to advise the Receiver on complexities of the receivership estate. Attached as **Exhibit "M"** is Buchalter's invoice for May 2022 in the amount of \$43,523.50. Concurrent with this filing, the Receiver is filing a Notice of Compensation of Professionals containing this invoice and will send to all parties on the attached service list.

### **XV. Receiver's Fees and Expenses**

The Receiver's fees and expenses for May 2022 were \$86,248.04. Concurrent with this

1 filing, the Receiver is filing a Notice of Compensation of Professionals containing this invoice and  
2 will send to all parties on the attached service list. Attached as **Exhibit "N"** is Receiver's invoice  
3 for May 2022.

4  
5 DATED: July 13, 2022.

6  
7 By



8 David P. Stapleton  
9 Court Appointed Receiver  
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**CERTIFICATE OF SERVICE**

I hereby certify that I served the foregoing RECEIVER'S INITIAL INVENTORY & REPORT on the parties listed below by the method(s) indicated and on the attached Special Service List via email on the date set forth below:

Joseph M. Mabe  
Keith A. Pitt  
Rebecca J. Ok  
Slinde Nelson  
425 NW 10<sup>th</sup> Avenue, Suite 200  
Portland, OR 97209  
joe@slindenelson.com  
keith@slindenelson.com  
rebecca@slindenelson.com

- ☒ First class mail on June 14, 2022  
☒ Email, courtesy copy only  
☐ Email, pursuant to ORCP 9G  
☐ Hand delivery  
☐ Facsimile  
☐ Electronic service at the party's email address as recorded on the date of service in the court's eFiling system

*Counsel for Petitioner*

Douglas Pahl  
Perkins Coie LLP  
1120 NW Couch, 10th Floor  
Portland, OR 97209  
dpahl@perkinscoie.com

- ☐ First class mail  
☒ Email, courtesy copy only  
☐ Email, pursuant to ORCP 9G  
☐ Hand delivery  
☐ Facsimile  
☒ Electronic service at the party's email address as recorded on the date of service in the court's eFiling system

*Counsel for Creditor  
TXOR Holdings Ltd.*

Melissa J. Bushnick  
Lindsay Hart LLP  
1300 SW Fifth Avenue, Suite 3400  
Portland, Oregon 97201-5640  
mbushnick@lindsayhart.com

- ☒ First class mail on June 14, 2022  
☒ Email, courtesy copy only  
☐ Email, pursuant to ORCP 9G  
☐ Hand delivery  
☐ Facsimile  
☐ Electronic service at the party's email address as recorded on the date of service in the court's eFiling system

*Counsel for Lead Bank*

DATED this 13<sup>th</sup> day of July, 2022.

s/ Daniel P. Larsen  
Daniel P. Larsen, OSB No. 943645

CERTIFICATE OF SERVICE

BUCHALTER  
A Professional Corporation  
805 SW Broadway, Suite 1500  
Portland, OR 97205-3325  
Telephone: 503.226.1191 / Fax: 503.226.0079

**Special Notice List**

Email	Name
<a href="mailto:friscolaw@gmail.com">friscolaw@gmail.com</a>	Hunter Biederman
<a href="mailto:algd1997@gmail.com">algd1997@gmail.com</a>	Andrew Dillon
<a href="mailto:Msturgill23@gmail.com">Msturgill23@gmail.com</a>	Mike Sturgill
<a href="mailto:mj9735@gmail.com">mj9735@gmail.com</a>	
<a href="mailto:12grandk@gmail.com">12grandk@gmail.com</a>	
<a href="mailto:jeremy.johnson1124@gmail.com">jeremy.johnson1124@gmail.com</a>	Jeremy Johnson
<a href="mailto:drew_donikian@yahoo.com.au">drew_donikian@yahoo.com.au</a>	Drew Donikian
<a href="mailto:ethan.chun@verizon.net">ethan.chun@verizon.net</a>	Ethan Chun
<a href="mailto:Bryan_Ji@outlook.com">Bryan_Ji@outlook.com</a>	Bryan Ji
<a href="mailto:nathan9fuwrighthei@gmail.com">nathan9fuwrighthei@gmail.com</a>	Wright Nathan
<a href="mailto:johnaydogan1998@gmail.com">johnaydogan1998@gmail.com</a>	John Aydogan
<a href="mailto:ginleygraphics@gmai.com">ginleygraphics@gmai.com</a>	Michael Johnson
<a href="mailto:ahxiong@gmail.com">ahxiong@gmail.com</a>	Lau Lee Xiong
<a href="mailto:alexkicks420@gmail.com">alexkicks420@gmail.com</a>	Alejandro Flores
<a href="mailto:mseminario@my.uri.edu">mseminario@my.uri.edu</a>	Michael Seminario
<a href="mailto:ryanmarachilian@hotmail.com">ryanmarachilian@hotmail.com</a>	Ryan Serge Marachilian
<a href="mailto:bao.luo.li@gmail.com">bao.luo.li@gmail.com</a>	Paul B. Li
<a href="mailto:crolffort@gmail.com">crolffort@gmail.com</a>	Carlos Rolffort
<a href="mailto:rob.princi888@gmail.com">rob.princi888@gmail.com</a>	Robert Princi
<a href="mailto:cletusandrose@gmail.com">cletusandrose@gmail.com</a>	Michael Marcum
<a href="mailto:dondang@hotmail.com">dondang@hotmail.com</a>	Don
<a href="mailto:paul.py.yim@gmail.com">paul.py.yim@gmail.com</a>	Paul Yim
<a href="mailto:wanjade24@yahoo.com">wanjade24@yahoo.com</a>	Jade Slater
<a href="mailto:verzosacap@yahoo.com">verzosacap@yahoo.com</a>	Justin Verzosa
<a href="mailto:zhenchu@gmail.com">zhenchu@gmail.com</a>	Zhen Chu
<a href="mailto:babyphatvixen10@yahoo.com">babyphatvixen10@yahoo.com</a>	Brittany Green
<a href="mailto:asomd@hotmail.com">asomd@hotmail.com</a>	<a href="mailto:asomd@hotmail.com">asomd@hotmail.com</a>
<a href="mailto:chad.simmons024@gmail.com">chad.simmons024@gmail.com</a>	Chad Simmons
<a href="mailto:ktown123_01@yahoo.com">ktown123_01@yahoo.com</a>	Shay Love
<a href="mailto:kjam23@gmail.com">kjam23@gmail.com</a>	Karim Jamal
<a href="mailto:kumara1181@gmail.com">kumara1181@gmail.com</a>	Arjun Sharma
<a href="mailto:sowen8088@gmail.com">sowen8088@gmail.com</a>	Samuel Owen
<a href="mailto:dlopez15150@gmail.com">dlopez15150@gmail.com</a>	
<a href="mailto:jeffnicholson77@gmail.com">jeffnicholson77@gmail.com</a>	Jeff Nicholson
<a href="mailto:fitznbrooks23@yahoo.com">fitznbrooks23@yahoo.com</a>	Bryan Fitzsimmons
<a href="mailto:james.e.garrison@gmail.com">james.e.garrison@gmail.com</a>	James Garrison
<a href="mailto:nick.martins2411@gmail.com">nick.martins2411@gmail.com</a>	Nick Martins
<a href="mailto:jl.clutch@gmail.com">jl.clutch@gmail.com</a>	Joseph Liu
<a href="mailto:dimsume@gmail.com">dimsume@gmail.com</a>	Job Chan
<a href="mailto:iamtommy15@gmail.com">iamtommy15@gmail.com</a>	
<a href="mailto:aanup91@gmail.com">aanup91@gmail.com</a>	Aahana Patel
<a href="mailto:mangomango159@gmail.com">mangomango159@gmail.com</a>	Steve Young



**Special Notice List**

Email	Name
<a href="mailto:henryperez1281@gmail.com">henryperez1281@gmail.com</a>	Henry Perez
<a href="mailto:tyrus_1182@yahoo.com">tyrus_1182@yahoo.com</a>	John Cliffer Dela Cruz
<a href="mailto:yolsa389@gmail.com">yolsa389@gmail.com</a>	Marcel Penigo
<a href="mailto:stick2thechips@yahoo.com">stick2thechips@yahoo.com</a>	Marcel Penigo
<a href="mailto:tylerchastain@hotmail.com">tylerchastain@hotmail.com</a>	Tyler Chastain
<a href="mailto:mo.mercado@yahoo.com">mo.mercado@yahoo.com</a>	Mo Mercado
<a href="mailto:alishah.momin22@gmail.com">alishah.momin22@gmail.com</a>	Alisha Momin
<a href="mailto:garyk2@gmail.com">garyk2@gmail.com</a>	Gary Kawesch
<a href="mailto:raregrmnts@gmail.com">raregrmnts@gmail.com</a>	Grant Riehl
<a href="mailto:tuckersmith91@gmail.com">tuckersmith91@gmail.com</a>	Tucker Smith
<a href="mailto:jtretzel@gmail.com">jtretzel@gmail.com</a>	Jonathan Reutzel
<a href="mailto:ebestacio@gmail.com">ebestacio@gmail.com</a>	Eduardo Estacio
<a href="mailto:jorgeb2213@gmail.com">jorgeb2213@gmail.com</a>	George Bork
<a href="mailto:jonathankmyers@gmail.com">jonathankmyers@gmail.com</a>	Johnathan Myers
<a href="mailto:sjbarile@syr.edu">sjbarile@syr.edu</a>	Stephen Barile
<a href="mailto:ryan.bastian@icloud.com">ryan.bastian@icloud.com</a>	Ryan Bastian
<a href="mailto:paris.sunsolutions@gmail.com">paris.sunsolutions@gmail.com</a>	Adrian Tillman
<a href="mailto:dmblover41@icloud.com">dmblover41@icloud.com</a>	Ryan Conrad
<a href="mailto:tbha223@gmail.com">tbha223@gmail.com</a>	Tyler Harp
<a href="mailto:vukicjos@gmail.com">vukicjos@gmail.com</a>	Joso Vukic
<a href="mailto:elenatatar@gmail.com">elenatatar@gmail.com</a>	Elena Tatar
<a href="mailto:kulikala@gmail.com">kulikala@gmail.com</a>	Marius Croitoru
<a href="mailto:danieljshier@gmail.com">danieljshier@gmail.com</a>	Daniel Shier
<a href="mailto:jttiv4@icloud.com">jttiv4@icloud.com</a>	Joe Thrnton iv
<a href="mailto:joseph_estacion@yahoo.com">joseph_estacion@yahoo.com</a>	Joseph Estacion
<a href="mailto:ryanmarachilian@hotmail.com">ryanmarachilian@hotmail.com</a>	Ryan Marachilian
<a href="mailto:mwoegens@gmail.com">mwoegens@gmail.com</a>	Matthew Woegens
<a href="mailto:landonr1994@gmail.com">landonr1994@gmail.com</a>	Landon Roberts
<a href="mailto:cesarjnicolas@gmail.com">cesarjnicolas@gmail.com</a>	Cesar Nicolas
<a href="mailto:adhamilton@mix.wvu.edu">adhamilton@mix.wvu.edu</a>	Hamilton Andrew
<a href="mailto:youngskoent@icloud.com">youngskoent@icloud.com</a>	Kevin Jones
<a href="mailto:primeproadv@aol.com">primeproadv@aol.com</a>	Rayfield Warren
<a href="mailto:wrightkicks@icloud.com">wrightkicks@icloud.com</a>	Kevin Wright
<a href="mailto:zeppelin2112@msn.com">zeppelin2112@msn.com</a>	Anthony Lewis
<a href="mailto:arungk981@gmail.com">arungk981@gmail.com</a>	Arun Kumar Bandi
<a href="mailto:jkahhan@gmail.com">jkahhan@gmail.com</a>	Jeffrey Kahhan
<a href="mailto:jimbolaya68@gmail.com">jimbolaya68@gmail.com</a>	Jimi James Yo
<a href="mailto:jasonhvac001@gmail.com">jasonhvac001@gmail.com</a>	Jason Abel
<a href="mailto:cmenendez90@gmail.com">cmenendez90@gmail.com</a>	Chris Menendez
<a href="mailto:narfle@aol.com">narfle@aol.com</a>	Christopher Kinnally
<a href="mailto:randyroque2@gmail.com">randyroque2@gmail.com</a>	Randy Roque Sanchez
<a href="mailto:sanali1103@yahoo.com">sanali1103@yahoo.com</a>	

**Special Notice List**

Email	Name
<a href="mailto:ditiang@yahoo.com.sg">ditiang@yahoo.com.sg</a>	Tan Tsu Weng
<a href="mailto:alexi.sommerville@gmail.com">alexi.sommerville@gmail.com</a>	Alexi Sommerville
<a href="mailto:x2points@gmail.com">x2points@gmail.com</a>	Ty Gregg
<a href="mailto:koreybrown1234@yahoo.com">koreybrown1234@yahoo.com</a>	Korey Brown
<a href="mailto:olehostvedt@gmail.com">olehostvedt@gmail.com</a>	Ole Hostvedt
<a href="mailto:patelhiren0392@gmail.com">patelhiren0392@gmail.com</a>	Hiren Patel
<a href="mailto:michael.marroquin@yahoo.com">michael.marroquin@yahoo.com</a>	Michael Marroquin
<a href="mailto:rakesh.asarpota@gmail.com">rakesh.asarpota@gmail.com</a>	Rakesh Asarpota
<a href="mailto:salahsweeleh@gmail.com">salahsweeleh@gmail.com</a>	Salah Sweeleh
<a href="mailto:Andrew.Lawrence@2degrees.com">Andrew.Lawrence@2degrees.com</a>	Andrew Lawrence
<a href="mailto:damarcowyatt@icloud.com">damarcowyatt@icloud.com</a>	DaMarco B. Wyatt
<a href="mailto:mattheus_ro@yahoo.com">mattheus_ro@yahoo.com</a>	Matei Tufan
<a href="mailto:sneaksforappa@gmail.com">sneaksforappa@gmail.com</a>	David W. Harris
<a href="mailto:unclepizzasco@gmail.com">unclepizzasco@gmail.com</a>	Chris Arceneaux
<a href="mailto:ronron4773@gmail.com">ronron4773@gmail.com</a>	Ronnie
<a href="mailto:davidbetancourt01@gmail.com">davidbetancourt01@gmail.com</a>	David Betancourt
<a href="mailto:iashied@protonmail.com">iashied@protonmail.com</a>	
<a href="mailto:quadalupe2696@gmail.com">quadalupe2696@gmail.com</a>	Lupe Betancourt
<a href="mailto:acetrainer77@hotmail.com">acetrainer77@hotmail.com</a>	Suraj Singh
<a href="mailto:nikkorosa89@gmail.com">nikkorosa89@gmail.com</a>	Nikko Rosa
<a href="mailto:tjm032318@gmail.com">tjm032318@gmail.com</a>	Timothy Miller
<a href="mailto:robert.e.holmes@gmail.com">robert.e.holmes@gmail.com</a>	Robert E. Holmes
<a href="mailto:kjbiswell@gmail.com">kjbiswell@gmail.com</a>	Kelly John Biswell
<a href="mailto:johnaydogan1998@gmail.com">johnaydogan1998@gmail.com</a>	John Aydogan
<a href="mailto:ygjajera6@gmail.com">ygjajera6@gmail.com</a>	Yash Gajera
<a href="mailto:william_stargell@yahoo.com">william_stargell@yahoo.com</a>	William Stargell
<a href="mailto:BilalJaved@alumni.lsu.edu">BilalJaved@alumni.lsu.edu</a>	Bilal Javed
<a href="mailto:ruggedblade@yahoo.com">ruggedblade@yahoo.com</a>	Jadica Murray
<a href="mailto:tcalderson019@gmail.com">tcalderson019@gmail.com</a>	Thomas Calderon
<a href="mailto:yspecialistg1@hotmail.com">yspecialistg1@hotmail.com</a>	Michael Keitt
<a href="mailto:sunho92@gmail.com">sunho92@gmail.com</a>	Richard
<a href="mailto:kiss3310@gmail.com">kiss3310@gmail.com</a>	
<a href="mailto:jnyftz@gmail.com">jnyftz@gmail.com</a>	Johny Fitz
<a href="mailto:stnyhsieh@gmail.com">stnyhsieh@gmail.com</a>	Stanley Hsieh
<a href="mailto:zerolianjun@gmail.com">zerolianjun@gmail.com</a>	Jun Lian
<a href="mailto:quocphan127@gmail.com">quocphan127@gmail.com</a>	Quoc Phan
<a href="mailto:littleboi64@gmail.com">littleboi64@gmail.com</a>	Wesley Huang
<a href="mailto:biesiadd@msn.com">biesiadd@msn.com</a>	Darek Biesiadzinski
<a href="mailto:justin.marquez0802@gmail.com">justin.marquez0802@gmail.com</a>	Justin Marquez
<a href="mailto:agordon@lawandsteinllp.com">agordon@lawandsteinllp.com</a>	Allison C. Gordon, Esq.
<a href="mailto:mstein@lawandsteinllp.com">mstein@lawandsteinllp.com</a>	Mr. Stein
<a href="mailto:marquittagleaton@gmail.com">marquittagleaton@gmail.com</a>	Marquitta Gleaton

**Special Notice List**

Email	Name
<a href="mailto:idankslc@gmail.com">idankslc@gmail.com</a>	Andrews Abad
<a href="mailto:tomresell002@gmail.com">tomresell002@gmail.com</a>	Thomas Browne
<a href="mailto:alexanderhmadrigal@icloud.com">alexanderhmadrigal@icloud.com</a>	Alexander Madrigal
<a href="mailto:mikedietrich75@yahoo.com">mikedietrich75@yahoo.com</a>	Mike Dietrich
<a href="mailto:rexbenigno@gmail.com">rexbenigno@gmail.com</a>	Rex Benigno
<a href="mailto:ryneashworth@yahoo.com">ryneashworth@yahoo.com</a>	Ryne Ashworth
<a href="mailto:jakajames12@gmail.com">jakajames12@gmail.com</a>	Jamie Carrillo
<a href="mailto:jn469931@gmail.com">jn469931@gmail.com</a>	Benigno Hernandez
<a href="mailto:gbmahan@comcast.net">gbmahan@comcast.net</a>	Garrett Mahan
<a href="mailto:humphreybk93@gmail.com">humphreybk93@gmail.com</a>	Kaben Humphrey-Butler
<a href="mailto:patrick.lyons90@yahoo.com">patrick.lyons90@yahoo.com</a>	Patrick Lyons
<a href="mailto:kiranbmathew@icloud.com">kiranbmathew@icloud.com</a>	Kiran Mathew
<a href="mailto:mig1102@yahoo.com">mig1102@yahoo.com</a>	Marlon G
<a href="mailto:rishabh_k@icloud.com">rishabh_k@icloud.com</a>	Rishabh Kathpalia
<a href="mailto:preorders2come@yahoo.com">preorders2come@yahoo.com</a>	Emanuel Dondle
<a href="mailto:victoria.ban.md@me.com">victoria.ban.md@me.com</a>	Polarick Young
<a href="mailto:h.ye1688@gmail.com">h.ye1688@gmail.com</a>	Hao Ye
<a href="mailto:mfletcher@businesslit.com">mfletcher@businesslit.com</a>	Matthew J. Fletcher
<a href="mailto:big414@wi.rr.com">big414@wi.rr.com</a>	Tito Watson
<a href="mailto:mario.b.pineda@gmail.com">mario.b.pineda@gmail.com</a>	Mario B. Pineda
<a href="mailto:leowonderfulrocks@gmail.com">leowonderfulrocks@gmail.com</a>	Jun Zhang
<a href="mailto:freddy.nafatli@gmail.com">freddy.nafatli@gmail.com</a>	Freddy Naftali
<a href="mailto:michaelacosta215@gmail.com">michaelacosta215@gmail.com</a>	Michael Acosta
<a href="mailto:hanseongkim@gmail.com">hanseongkim@gmail.com</a>	Han Kim
<a href="mailto:m.nycsole@gmail.com">m.nycsole@gmail.com</a>	Michael F. Acevedo
<a href="mailto:waleedknagi92@icloud.com">waleedknagi92@icloud.com</a>	Waleed Nagi
<a href="mailto:jamesvincent.ines@gmail.com">jamesvincent.ines@gmail.com</a>	James Vincent Ines
<a href="mailto:brandon.boyd10451@gmail.com">brandon.boyd10451@gmail.com</a>	Brandon Boyd
<a href="mailto:whatsleft_83@yahoo.com">whatsleft_83@yahoo.com</a>	Rong Po Tan
<a href="mailto:joeski2000@hotmail.com">joeski2000@hotmail.com</a>	Joseph Skrajewski
<a href="mailto:krbell05@gmail.com">krbell05@gmail.com</a>	Kevin Bell
<a href="mailto:andyvu100@gmail.com">andyvu100@gmail.com</a>	Andy Vu
<a href="mailto:jorytangalin@gmail.com">jorytangalin@gmail.com</a>	Jory Tangalin
<a href="mailto:pullanoj@yahoo.com">pullanoj@yahoo.com</a>	Jonathan Pullano
<a href="mailto:majovski@hotmail.com">majovski@hotmail.com</a>	Dan Majovski
<a href="mailto:K-wilson85@hotmail.com">K-wilson85@hotmail.com</a>	Keyon Wilson
<a href="mailto:johnathanferro@icloud.com">johnathanferro@icloud.com</a>	Johnathan Ferro
<a href="mailto:jnewman@umich.edu">jnewman@umich.edu</a>	Jonah Newman
<a href="mailto:jnewmand@yahoo.com">jnewmand@yahoo.com</a>	Jonah Newman
<a href="mailto:hassan.bokhari@gmail.com">hassan.bokhari@gmail.com</a>	Hassan Bokhari
<a href="mailto:germosen.michael@gmail.com">germosen.michael@gmail.com</a>	Michael Germosen
<a href="mailto:jaredfcunningham@gmail.com">jaredfcunningham@gmail.com</a>	Jared Cunningham



**Special Notice List**

Email	Name
<a href="mailto:djtonality@gmail.com">djtonality@gmail.com</a>	Tony Caboy
<a href="mailto:rogersetzer@gmail.com">rogersetzer@gmail.com</a>	Roger Setzer
<a href="mailto:drsnkrsdmd@gmail.com">drsnkrsdmd@gmail.com</a>	Mark Zavala
<a href="mailto:gsole7777@gmail.com">gsole7777@gmail.com</a>	Johny Cash
<a href="mailto:vk01211994@yahoo.com">vk01211994@yahoo.com</a>	Vince Kallarackai
<a href="mailto:nixitdharia@gmail.com">nixitdharia@gmail.com</a>	Nixit Dharia
<a href="mailto:adamgaytan7@yahoo.com">adamgaytan7@yahoo.com</a>	Adam Gaytan
<a href="mailto:carlosadiaZ4@gmail.com">carlosadiaZ4@gmail.com</a>	Carlos Diaz
<a href="mailto:courtney270@gmail.com">courtney270@gmail.com</a>	Courtney (Root) Templin
<a href="mailto:theasainman12@yahoo.com">theasainman12@yahoo.com</a>	
<a href="mailto:ryantanaka@yahoo.com">ryantanaka@yahoo.com</a>	
<a href="mailto:chrisor00@gmail.com">chrisor00@gmail.com</a>	Christopher Orszalak
<a href="mailto:plaga335@gmail.com">plaga335@gmail.com</a>	Abner Joseph Jr
<a href="mailto:Marc_schlecht@anfcorp.com">Marc_schlecht@anfcorp.com</a>	Marc Schlecht
<a href="mailto:marcschlecht@aol.com">marcschlecht@aol.com</a>	Marc Schlecht
<a href="mailto:alvinpresleyverdeflor@yahoo.com">alvinpresleyverdeflor@yahoo.com</a>	Alvin Presley Verdeflor
<a href="mailto:jimdavecheryl@aol.com">jimdavecheryl@aol.com</a>	James Visconti
<a href="mailto:flavabrav@gmail.com">flavabrav@gmail.com</a>	Gregg Braverman
<a href="mailto:matt_hall114@yahoo.com">matt_hall114@yahoo.com</a>	Matthew Hall
<a href="mailto:doddwes@me.com">doddwes@me.com</a>	Wesley Dodd
<a href="mailto:Blakers15@outlook.com">Blakers15@outlook.com</a>	Brandon Parks
<a href="mailto:shjoseph21@gmail.com">shjoseph21@gmail.com</a>	Shawn Joseph
<a href="mailto:dperezpof@gmail.com">dperezpof@gmail.com</a>	Tristienne McCarthy
<a href="mailto:kimatteru@gmail.com">kimatteru@gmail.com</a>	Andrea Novali
<a href="mailto:ryanleaf3000@gmail.com">ryanleaf3000@gmail.com</a>	Jason Leaf
<a href="mailto:jordancousin@gmail.com">jordancousin@gmail.com</a>	Jordan Cousin
<a href="mailto:tirumisu.benny@gmail.com">tirumisu.benny@gmail.com</a>	Binghuang Yan
<a href="mailto:bryan.sparkz@gmail.com">bryan.sparkz@gmail.com</a>	Bryan Zhou
<a href="mailto:joshua.abraham1@temple.edu">joshua.abraham1@temple.edu</a>	Joshua J Abraham
<a href="mailto:ericgalvan63@gmail.com">ericgalvan63@gmail.com</a>	Eric Galvan
<a href="mailto:bobrow.taylor@gmail.com">bobrow.taylor@gmail.com</a>	Taylor Bobrow
<a href="mailto:dshikhil@gmail.com">dshikhil@gmail.com</a>	David Shikhil
<a href="mailto:Davidshikhil@gmail.com">Davidshikhil@gmail.com</a>	David Shikhil
<a href="mailto:david.so83@rogers.com">david.so83@rogers.com</a>	David So
<a href="mailto:rspeas@farmeragent.com">rspeas@farmeragent.com</a>	Rand Michael Speas
<a href="mailto:cosmoskicks@gmail.com">cosmoskicks@gmail.com</a>	Cosmos Kicks
<a href="mailto:quochuy201@gmail.com">quochuy201@gmail.com</a>	Le Huy
<a href="mailto:bigcatchkicks@gmail.com">bigcatchkicks@gmail.com</a>	Big Catch Kicks
<a href="mailto:erichmshea@gmail.com">erichmshea@gmail.com</a>	Erich Shea
<a href="mailto:ethangaumond@gmail.com">ethangaumond@gmail.com</a>	Ethan Gaumond
<a href="mailto:2010j3sus@gmail.com">2010j3sus@gmail.com</a>	Jesus Alvarez
<a href="mailto:jrpadova1@gmail.com">jrpadova1@gmail.com</a>	John Padova

**Special Notice List**

Email	Name
<a href="mailto:taxtow@yahoo.com">taxtow@yahoo.com</a>	Rob Paxton
<a href="mailto:BenjaminCwy@live.co">BenjaminCwy@live.co</a>	Benjamin Chia
<a href="mailto:luo770451@gmail.com">luo770451@gmail.com</a>	Luo
<a href="mailto:15559688096@13.com">15559688096@13.com</a>	Luo
<a href="mailto:chaseaward@gmail.com">chaseaward@gmail.com</a>	Chase Saward
<a href="mailto:dj_spek99@yahoo.com">dj_spek99@yahoo.com</a>	Dave Luong-si
<a href="mailto:salvatore_milisenda@live.ca">salvatore_milisenda@live.ca</a>	Salvatore Milisenda
<a href="mailto:randyaxelson@outlook.com">randyaxelson@outlook.com</a>	Randy Axelson
<a href="mailto:jcmorr1911@gmail.com">jcmorr1911@gmail.com</a>	Jarvis Morrison
<a href="mailto:mauricio.jimenez@wsu.edu">mauricio.jimenez@wsu.edu</a>	Mauricio G Jimenez
<a href="mailto:ryanbrady277@gmail.com">ryanbrady277@gmail.com</a>	Ryan Brady
<a href="mailto:andre_5991@yahoo.com">andre_5991@yahoo.com</a>	Andre Park
<a href="mailto:btsfootwear1@gmail.com">btsfootwear1@gmail.com</a>	Bryant Sturgill
<a href="mailto:pjbenford@yahoo.com">pjbenford@yahoo.com</a>	Prince Benford
<a href="mailto:matthewgrubb4@gmail.com">matthewgrubb4@gmail.com</a>	Matthew Grubb
<a href="mailto:cedric.terry@icloud.com">cedric.terry@icloud.com</a>	Cedric Terry
<a href="mailto:j03n3vill@gmail.com">j03n3vill@gmail.com</a>	Barstool Clips
<a href="mailto:boggle1015@yahoo.com">boggle1015@yahoo.com</a>	Neal Yang
<a href="mailto:llyons2806@gmail.com">llyons2806@gmail.com</a>	Linda Lyons
<a href="mailto:jwindsor22@outlook.com">jwindsor22@outlook.com</a>	Jessica Windsor
<a href="mailto:trancefan87@gmail.com">trancefan87@gmail.com</a>	Bhavin Patel
<a href="mailto:hendrenand@gmail.com">hendrenand@gmail.com</a>	Andrew Hendren
<a href="mailto:eclipsepaintball@hotmail.com">eclipsepaintball@hotmail.com</a>	Egidio Balado
<a href="mailto:tedbro23@gmail.com">tedbro23@gmail.com</a>	Ted Brodzinski
<a href="mailto:dylansen@utexas.edu">dylansen@utexas.edu</a>	Dylan M Sen
<a href="mailto:Diego-Ramirez8@hotmail.com">Diego-Ramirez8@hotmail.com</a>	Diego Ramirez
<a href="mailto:alimksoud2@protonmail.com">alimksoud2@protonmail.com</a>	Ali Maksoud
<a href="mailto:danyoufit@gmail.com">danyoufit@gmail.com</a>	D C
<a href="mailto:danielbendorf@gmail.com">danielbendorf@gmail.com</a>	Daniel Bendorf
<a href="mailto:va_380@hotmail.com">va_380@hotmail.com</a>	Trent Dickerson
<a href="mailto:collectorsshelf515@gmail.com">collectorsshelf515@gmail.com</a>	Collectors Shelf
<a href="mailto:jeffrey.attkisson@gmail.com">jeffrey.attkisson@gmail.com</a>	Jeff Attkisson
<a href="mailto:briangliboff@gmail.com">briangliboff@gmail.com</a>	Brian Gliboff
<a href="mailto:mario.damici@gmail.com">mario.damici@gmail.com</a>	Mario D'Amici
<a href="mailto:grapeconsignmentintake@gmail.com">grapeconsignmentintake@gmail.com</a>	Bobby
<a href="mailto:maoyama87@gmail.com">maoyama87@gmail.com</a>	Michael Aoyama
<a href="mailto:charles.neidle@gmail.com">charles.neidle@gmail.com</a>	Charles Neidle
<a href="mailto:andrewgoins@yahoo.com">andrewgoins@yahoo.com</a>	Andrew Goins
<a href="mailto:shyra62285@gmail.com">shyra62285@gmail.com</a>	Shyra T
<a href="mailto:alexis.lowitzki@gmail.com">alexis.lowitzki@gmail.com</a>	Lex Lowitzki
<a href="mailto:amandeep18feb@gmail.com">amandeep18feb@gmail.com</a>	Amandeep Singh
<a href="mailto:aoadenij@gmail.com">aoadenij@gmail.com</a>	Remi Adeniji

**Special Notice List**

Email	Name
<a href="mailto:powergoh@gmail.com">powergoh@gmail.com</a>	Power Goh
<a href="mailto:nigelmyland@gmail.com">nigelmyland@gmail.com</a>	Nigel Myland
<a href="mailto:sbdageek@gmail.com">sbdageek@gmail.com</a>	James Blanchard
<a href="mailto:317859kicks@gmail.com">317859kicks@gmail.com</a>	David Carroll
<a href="mailto:coacharuiz@gmail.com">coacharuiz@gmail.com</a>	Abe Ruiz
<a href="mailto:jdcopkid@aol.com">jdcopkid@aol.com</a>	Jeremy Rogers
<a href="mailto:ml_shopper@yahoo.com">ml_shopper@yahoo.com</a>	Maily Tran
<a href="mailto:mp.tran828@gmail.com">mp.tran828@gmail.com</a>	Maria Tran
<a href="mailto:nick@zerodegreescompany.com">nick@zerodegreescompany.com</a>	Nick Tran
<a href="mailto:jimmyrsx@gmail.com">jimmyrsx@gmail.com</a>	Jimmy Tran
<a href="mailto:arisarafyan@icloud.com">arisarafyan@icloud.com</a>	Ari Sarafyan
<a href="mailto:scotthoward09@gmail.com">scotthoward09@gmail.com</a>	
<a href="mailto:colerichman1985@gmail.com">colerichman1985@gmail.com</a>	Cole Richman
<a href="mailto:peterdefilippo24@gmail.com">peterdefilippo24@gmail.com</a>	Peter DeFilippo
<a href="mailto:bryson_3@sbcglobal.net">bryson_3@sbcglobal.net</a>	Bryson Early
<a href="mailto:boonedl12@hotmail.com">boonedl12@hotmail.com</a>	David L. Boone
<a href="mailto:mihirsood99@gmail.com">mihirsood99@gmail.com</a>	Mihir Sood
<a href="mailto:bhawkins10@gmail.com">bhawkins10@gmail.com</a>	B Hawk
<a href="mailto:yasmincostillo@comcast.net">yasmincostillo@comcast.net</a>	Yasmin Costilla
<a href="mailto:villanueva.jason@gmail.com">villanueva.jason@gmail.com</a>	Jason Villanueva
<a href="mailto:onis23@yahoo.com">onis23@yahoo.com</a>	Alex
<a href="mailto:unlckdessntslc@gmail.com">unlckdessntslc@gmail.com</a>	Unlckd Essntls
<a href="mailto:jacobshay100@gmail.com">jacobshay100@gmail.com</a>	Jacob Shay
<a href="mailto:bparker2@tds.net">bparker2@tds.net</a>	Bill Parker
<a href="mailto:cromak2@gmail.com">cromak2@gmail.com</a>	Sofia Rojas
<a href="mailto:burgfam558@gmail.com">burgfam558@gmail.com</a>	
<a href="mailto:jaugustine13@gmail.com">jaugustine13@gmail.com</a>	Joey Augustine
<a href="mailto:scwoogie@gmail.com">scwoogie@gmail.com</a>	Willie Parker
<a href="mailto:nikkirbnsn41@gmail.com">nikkirbnsn41@gmail.com</a>	Nicole Robinson
<a href="mailto:hunter_harp@yahoo.com">hunter_harp@yahoo.com</a>	Hunter Harp
<a href="mailto:christopher_j_posey@comcast.com">christopher_j_posey@comcast.com</a>	Christopher J. Posey
<a href="mailto:kennyliang0402@gmail.com">kennyliang0402@gmail.com</a>	Yanming Liang
<a href="mailto:mike.niehuus@gmail.com">mike.niehuus@gmail.com</a>	Michael Niehuus
<a href="mailto:oscarefranco22@gmail.com">oscarefranco22@gmail.com</a>	Oscar Franco
<a href="mailto:marcschlecht@aol.com">marcschlecht@aol.com</a>	Marc Schlecht
<a href="mailto:mohit_fun@yahoo.com">mohit_fun@yahoo.com</a>	Mohit Ganotra
<a href="mailto:jesses153.js@gmail.com">jesses153.js@gmail.com</a>	Jesse Sanchez
<a href="mailto:snkreffect@gmail.com">snkreffect@gmail.com</a>	SNKR Effect
<a href="mailto:gordc@firstmate.com">gordc@firstmate.com</a>	Gord Cooper
<a href="mailto:gc115498@gmail.com">gc115498@gmail.com</a>	GC 115498
<a href="mailto:jasonsan88@gmail.com">jasonsan88@gmail.com</a>	Jason
<a href="mailto:njperez124@gmail.com">njperez124@gmail.com</a>	Nicholas Perez

**Special Notice List**

Email	Name
<a href="mailto:numberfhore@gmail.com">numberfhore@gmail.com</a>	Nicholas Smith
<a href="mailto:carlomejino@gmail.com">carlomejino@gmail.com</a>	Carlo Mejino
<a href="mailto:schindler85@hotmail.com">schindler85@hotmail.com</a>	Burkhardt Schindler
<a href="mailto:jascdob@msn.com">jascdob@msn.com</a>	Jason Dobinei
<a href="mailto:mattjohn1885@gmail.com">mattjohn1885@gmail.com</a>	Matt Flaherty
<a href="mailto:kevinwright8472@gmail.com">kevinwright8472@gmail.com</a>	Kevin Wright
<a href="mailto:lream@schwabe.com">lream@schwabe.com</a>	Lawrence Ream



IN THE CIRCUIT COURT FOR THE STATE OF OREGON  
FOR THE COUNTY OF LANE

In re Judicial Dissolution of

**Zadeh Kicks LLC dba Zadeh Kicks,**  
the Petitioner.

Case No.

**ORDER APPOINTING RECEIVER**

Based on the Petition for Voluntary Dissolution Under Court Supervision and Appointment of Receiver filed on May 19, 2022 (the "Petition") on behalf of the above-captioned Oregon entity subject to judicial dissolution by this Court ("the Petitioner"), by and through counsel appearing as well as testimony from Michael Malekzadeh before the Court on May 20, 2022, the Court makes such FINDINGS and orders the appointment of a receiver as provided herein:

**FINDINGS**

- A. After consideration of the Petition and based on the need for independent oversight and management over the assets of the Petitioner, and in light of the potential claims of the Petitioner's customers, creditors and investors to such assets, it is not reasonably practicable or possible for the Petitioner to carry on its business without judicial involvement.
- B. The judicial dissolution and wind-up of affairs by the Court of the Petitioner under ORS 63.661 and 63.637(3) is appropriate and warranted.
- C. The Court requires and finds cause for appointment of a receiver to manage and report on the wind-up and dissolution process of the Petitioner.

1 D. Appointment of a receiver for such purposes is appropriate under ORS 63.664(3),  
2 ORS 37.060(1) and based on this Court's inherent equitable powers, and as provided  
3 under ORCP 80B.

4 E. The appointment of a receiver is reasonably necessary, based on the cause shown, and  
5 other remedies either are not available or are inadequate.

6 F. David P. Stapleton (the "Receiver") is a professional fiduciary, is not interested in this  
7 action or in the Petitioner, and is competent and qualified to act as a general receiver  
8 for the Petitioner.

9 G. Good and sufficient grounds for appointment of a receiver exist pursuant to Oregon  
10 law in order to (1) prevent dissipation of the assets of the Petitioner to the detriment  
11 of the creditors, customers, and investors therein; (2) evaluate and report to the Court  
12 and interested parties regarding the assets of the Petitioner and oversee an orderly  
13 administration and liquidation of such assets to maximize return to the above; (3)  
14 evaluate and report to the Court and interested parties regarding claims and interests  
15 of, and then proposed distributions to, creditors, customers, and investors of the  
16 Petitioner on an equitable basis; and (4) otherwise oversee the wind-up and dissolution  
17 of the Petitioner in accordance with Oregon law, therefore it is hereby

18 H. Michael Malekzadeh having waived his right to hearing and consented to  
19 the appointment.

20 **ORDERED** that the Petition is GRANTED.

21 It is further **ORDERED** as follows:

- 22 1. Appointment of Receiver. David P. Stapleton is appointed as a general receiver and  
23 liquidating partner/member with respect to the Petitioner, including but not limited to  
24 its business operations (the "**Operations**"), all leased real property, and all tangible  
25 and intangible personal property, interest, claims, and other assets of any nature –  
26 including rents, profits, and all other proceeds thereof (the "**Assets**") of the Petitioner.  
The Assets so subject to the receivership of the Petitioner shall be collectively referred

1 to as the "**Receivership Estate.**"

2 2. Bond. This appointment of the Receiver is effective as of the date of this Order, and,  
3 pursuant to ORS 37.090(3), the Court waives the posting of bond, and the Receiver  
4 shall carry an insurance policy with coverage and limits determined by the Court in  
5 lieu of a bond. Pursuant to ORS 37.090(4), the Receiver may charge the cost of any  
6 such insurance policy required by the Court against the Receivership Estate.

7 3. Obligations of Related Parties. The Petitioner and its agents and representatives,  
8 including but not limited to all members, stockholders, managers, partners, officers,  
9 agents, employees, independent contractors, and their respective attorneys,  
10 accountants, brokers, and other professionals (collectively, the "Related Parties")  
11 hereby are directed to cooperate fully with the Receiver and other professionals  
12 working with him in carrying out the Receiver's duties. Without limiting the generality  
13 of the foregoing, the Related Parties who receive actual notice of this order are  
14 required to do the following:

15 a. Comply with all orders of this Court.

16 b. Cooperate fully with and reasonably assist the Receiver in the discharge of the  
17 Receiver's duties, and in the management and administration of the Operations  
18 and the Assets.

19 c. Use their best efforts to supply the Receiver with all information which is  
20 available, or which can be obtained through reasonable efforts, and which the  
21 Receiver reasonably deems necessary or appropriate to enable the Receiver to  
22 identify the Assets and liabilities and investors of the Petitioner and to complete  
23 any schedules and accountings that the Receiver may be required to file, and  
24 otherwise reasonably assist the Receiver in the completion of any such  
25 schedules and accountings.

26 ///

- d. Deliver to the Receiver all of the Petitioner's Assets in the Related Party's possession, custody, or control – including but not limited to all funds, accounts, books, papers, spreadsheets, records, and other documents (whether in hard copy or electronic format) including but not limited to the following: financial and banking records, leases, licenses, permits, insurance policies, email, computerized records, account numbers, passwords, keys, access codes, and certificates of title.
- e. Use their best efforts to promptly provide the Receiver with any information or materials requested by the Receiver concerning the Operations, the Assets and the acts, conduct, property, liabilities and financial condition of the Petitioner or the claims of creditors or investors therein, or any matter relating to the Receiver's administration of the Operations and Assets or claims, to the extent information is available or can be obtained through reasonable efforts.

4. **Prohibitions of Related Parties, Third Parties, and Interested Parties.** Any Related Parties, Third Parties, and Interested Parties are hereby prohibited from:

- a. Interfering with the Receiver, directly or indirectly, in the management and operation of the Operations and Assets, or otherwise directly or indirectly taking any actions or causing any such action to be taken which would in any manner interfere with the Operations or dissipate the Assets.
- b. Expending, disbursing, transferring, assigning, selling, conveying, devising, pledging, mortgaging, creating a security interest in or in any manner disposing of or conveying the whole, any part of or any interest of any nature whatsoever in, the Operations or the Assets, or the proceeds thereof.
- c. Doing any act which will, or which would tend to, directly or indirectly, impair, defeat, prevent, or prejudice the preservation of the Operations or



Assets.

5. **Notice to the Court re Related Parties' Failure to cooperate.** The Receiver shall promptly notify the Court of any failure or apparent failure of any Related Party to comply in any way with the terms of this Order.
6. **Scope of Receivership.** The Receiver shall be a general receiver with exclusive and complete authority and control over the Receivership Estate—including the Operations, the Assets and the business of the Petitioner—with the power, authority, and duty to operate the business of the Petitioner and to preserve, protect, and liquidate the Assets during the pendency of this case. The Receiver shall have exclusive possession and control over all Operations and Assets, with the power and authority to preserve, protect, and liquidate the Assets and to distribute the proceeds thereof to the party or parties legally entitled thereto.
7. **Powers of Receiver.** The Receiver shall have all powers conferred by or enumerated within ORS 37.110. In addition, the Receiver hereby is vested with all powers afforded a receiver under the laws of the State of Oregon, including, but not limited to, the power and authority to do the following, all without notice to any party to this action except as specifically noted:
  - A. To incur expenses, and to use the Petitioner's cash to pay expenses, incidental to the Receiver's operations and to the preservation and management of the Assets, and otherwise in the performance of the Receiver's duties.
  - B. To do all things that the Petitioner might do in the ordinary course of business of the Operations as a going concern, or in managing the Assets – including but not limited to incurring and paying expenses in the ordinary course of business.

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- 1 C. To assert any rights, claims, or interests of the Petitioner or the Receiver,  
2 including but not limited to instituting actions or proceedings to collect  
3 outstanding accounts or notes; to disgorge or impose a constructive trust on  
4 assets of the Receivership Estate held by third parties; to protect the Assets,  
5 including removal from any real property of persons not entitled to entry or  
6 occupancy; and/or to obtain possession and/or recover judgment with  
7 respect to persons or entities that received assets or funds traceable to funds  
8 of the Petitioner.
- 9 D. To intervene in any action in which a claim is asserted against the Petitioner  
10 for the purpose of prosecuting or defending the claim, and/or for the purpose  
11 of requesting the transfer of venue of such action to this Court.
- 12 E. To open bank accounts or other depository accounts in the name of the  
13 Receiver or the Petitioner, maintaining separate accounts for Assets of the  
14 Petitioner, to the extent any funds exist.
- 15 F. To prepare, with assistance of an accountant, any and all tax returns for the  
16 Petitioner.
- 17 G. To employ any person or firm to collect, manage, lease, maintain, or operate  
18 the Assets.
- 19 H. To continue in effect in the Receiver's business judgment any contracts  
20 presently existing relating to the Assets.
- 21 I. To obtain appraisals of the value of the Assets; provided, however, the  
22 Receiver shall not be obligated to seek any appraisal of the Assets, or any  
23 of them.
- 24 J. To sell Assets, but only after such notice and opportunity for hearing as is  
25 appropriate under the circumstances.

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1 K. To incur unsecured debt in the ordinary course of the Operations, which  
2 shall be treated as an administrative expense of the Receiver, without order  
3 of this Court.

4 L. To obtain secured credit, or other credit not in the ordinary course of  
5 Operations, but only after such notice and opportunity for hearing as is  
6 appropriate under the circumstances.

7 M. To acquire, renew or amend all governmental licenses, permits or other  
8 authorizations pertaining to the Operations, the Assets, or any business  
9 associated therewith.

10 N. To seek and obtain advice or instruction from this Court with respect to any  
11 course of action with respect to which the Receiver is uncertain in the  
12 exercise of the Receiver's powers or the discharge of the Receiver's duties.

13 8. **Control of Accounts.** All financial institutions, credit card processors, insurance  
14 agents or underwriters, utility providers, vendors, suppliers, tradesmen, materialmen,  
15 service providers, franchisors, taxing agencies, and all government agencies and  
16 departments are hereby ordered to take direction from the Receiver as it relates to the  
17 accounts of the Petitioner, including accounts that may contain any proceeds derived  
18 from the Assets, and to surrender any and all funds held on deposit or apply said funds  
19 as directed by the Receiver. Any such party that receives actual notice of this Order  
20 shall freeze and turn over such accounts, funds, or assets at the instruction of the  
21 Receiver. The Receiver shall maintain all such assets of any the Petitioner in  
22 segregated accounts, under sole and exclusive control of the Receiver. The Receiver's  
23 standard service and technology fee, as would ordinarily be applied by the Receiver's  
24 bank to the funds in such fiduciary accounts, is hereby disallowed and barred.

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- 1       9.    **Initial Report of Receiver.** Within 60 days following the entry of this Order, the  
2       Receiver shall, pursuant to ORS 37.200(1), file the initial report with the Court in  
3       compliance with and the subject(s) identified in ORS 37.200(2).
- 4       10.   **Bi-monthly Receivership Reports.** The Receiver shall thereafter file with the Court  
5       and serve on all interested parties a bi-monthly (*i.e.*, approx. 60-day) report with  
6       respect to the receivership – summarizing the activities of the Receiver and the  
7       Operations, the Assets, and the financial affairs of the Petitioner. Each such report  
8       shall be due by the 20th day of the month following the two-month-period reported  
9       on.
- 10      11.   **General Employment by Receiver.** Subject to the qualifications regarding the  
11      employment of professionals, the Receiver in the performance of the Receiver's duties  
12      may contract with independent contractors and/or employ such persons or entities as  
13      the Receiver deems appropriate. All such persons or entities shall be subject to the  
14      management and direction of the Receiver in connection with the performance of any  
15      duties associated with such employment by the Receiver. The Receiver shall be free  
16      at all times to terminate the employment of any such person or entity.
- 17      12.   **Employment of Professionals By Receiver.** Oren Bitan of Buchalter is hereby  
18      authorized and appointed to act as general counsel for the Receiver, respectively, at  
19      their firm's regular hourly rates. The Receiver may employ further attorneys,  
20      accountants, or other professionals that the Receiver believes to be necessary or  
21      appropriate in connection with the proper performance of the Receiver's duties  
22      hereunder, but only after such notice and opportunity for hearing as is appropriate  
23      under the circumstances.

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1       13.   **Receiver's Compensation.** Unless otherwise ordered by the Court, the Receiver shall  
2       be compensated at the rate of \$495.00 per hour, plus costs. The Receiver shall have a  
3       first priority lien against the Assets, to secure the payment of any of the Receiver's  
4       costs, expenses and professional fees and costs, as approved by the Court or otherwise  
5       pursuant to this Order.

6       14.   **Payments of Compensation.** The Receiver is authorized to make payment for his  
7       fees and costs and for the fees and costs of his professionals on a periodic basis, but  
8       in no event more than monthly without further order of the Court in accordance with  
9       ORS 37.310 and as follows:

10      a.   The Receiver shall file a Notice of Compensation of Professional, which shall  
11      describe the time spent, and the billing rates of the Receiver and any other  
12      professional person who performed work to be compensated, a description of the  
13      services performed, and a detailed list of expenses with a statement of the amounts  
14      requested. The Notice shall indicate that unless objections to the proposed  
15      compensation are filed with the Court within 10 days, the Receiver may make the  
16      payments requested in the compensation notice. If an objection is filed to the  
17      proposed compensation, the Receiver or professional whose compensation is  
18      affected may request the Court to hold a hearing on the objection on five days'  
19      notice to each person or entity that filed an objection thereto.

20      b.   If no party in interest objects to such payments or portions of such payments within  
21      ten (10) calendar days following the date of Notice, the fees and costs shall be  
22      deemed approved as being fully and finally earned without further order or leave  
23      of Court and the Receiver shall pay himself and all other professionals per the  
24      Notice. If an objection is filed to the proposed compensation, the Receiver or  
25      professional whose compensation is affected may request the Court to hold a  
26      hearing on the objection on five days' notice to each person or entity that filed an

objection thereto.

c. If any party wishes to object to such payment or portion thereof as disclosed in the Notice, such party shall notify the Receiver and the above-referenced parties of the nature of the objection within the objection period stated above. If the Receiver or affected professionals cannot consensually resolve the dispute or if the dispute is not resolved within thirty (30) days of the date of such objection, the objecting party may file a motion with the Court to resolve the objection.

15. **Limitation of Liability of Receiver.** Subject to ORS 37.290 and ORS 37.300, no obligation or liability incurred by Receiver in the good faith performance by him of the Receiver's duties in accordance with the order this Court, whether pursuant to any contract, by reason of any tort, or otherwise, shall be Receiver's personal obligation except to the extent such obligation or liability is found to have resulted from the Receiver's gross negligence, recklessness, willful misconduct or fraudulent behavior. Any loss, cost, damage, or expense suffered or incurred by the Receiver as a result of any claim, suit, action or other demand or proceeding brought against Receiver or any of its employees in connection with its performance as Receiver which is not caused by Receiver's gross negligence, recklessness, willful misconduct or fraudulent behavior will be solely an expense of the Receivership Estate and not of the Receiver.

16. **Initial Notice to Creditors and Other Interested Persons.** Pursuant to ORS 37.330, the Receiver shall issue an initial notice to creditors and other interested persons within 30 days after the Receiver's appointment.

17. **Control of Mail.** The Receiver may issue demand upon the U.S. Postal service to grant the Receiver exclusive possession and control of mail including postal boxes as may have been used by the Petitioner and may direct that certain mail related to the Petitioner, the Operations, the Assets, or in any manner relating to any of the foregoing, be redirected to the Receiver.

18. **Insurance Coverage.** The Receiver shall determine upon taking possession of the Assets whether in the Receiver's judgment, there is sufficient insurance coverage. With respect to any insurance coverage in existence or obtained, the Receiver shall be named as an additional insured on the policies for the period of the receivership. If sufficient insurance coverage does not exist, the Receiver shall procure sufficient all-risk and liability insurance on the Assets, provided, however, that if the Receiver does not have sufficient funds to do so, the Receiver shall seek instructions from the Court with regard to adequately insuring any such Assets. The Receiver shall not be responsible for claims arising from the lack of procurement or inability to obtain insurance.

19. **Litigation and Settlement of Claims.** The Receiver is authorized but not required to respond to and defend any actions brought against the Petitioner relating to the Receivership Estate. Additionally, the Receiver is authorized but not required to take all actions necessary to protect the Petitioner's interests or rights or to collect any debts owed to or claims held by the Petitioner relating to the Receivership Estate, including, if necessary, commencing any legal proceeding, arbitration or mediation, to protect such interests or recover such funds or claims, including, without limitation, collection, claim and delivery, fraudulent transfer, or breach of contract actions. The Receiver is authorized but not required to settle or compromise any such claims, if such settlement or compromise is, in the Receiver's business judgment, in the best interests of the Receivership Estate. Any settlement shall be noticed as set forth in ORCP 80, indicating that unless objections to the proposed settlement are filed with the Court within 20 days, the Receiver may settle the claim as proposed, without further notice or hearing.

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20. **Termination.** The receivership shall not be terminated, and the rights and obligations of the parties subject to this Order shall remain in full force, until this Court approves the Receiver's final report or until the Court enters an order terminating the receivership, after such notice and opportunity for a hearing as this Court finds to be appropriate under the circumstances.

21. **Best Efforts/Further Construction.** The Court and all parties to this Order acknowledge the Receiver's ability to perform his duties under this Order may be limited by various factors, including but not limited to Receiver's limited access to information. The Court therefore requires only Receiver's best efforts to comply with the duties set forth in this Order, and the Receiver may at any time apply to this Court for further or other instructions, or for a modification of this Order, or for further powers necessary to enable the Receiver properly to perform his duties, or for a termination of the Receiver's appointment.

22. **Discharge/Final Report.** Upon distribution or disposition of all property of the Receivership Estate, or the completion of the Receiver's duties with respect to the Assets, the Receiver shall move the Court to be discharged. As provided in ORS 37.410, the Receiver shall file a final report of the Receivership Estate, which shall be annexed to the petition for discharge and filed with the Court. Upon approval of the final report, after such notice and opportunity for a hearing as this Court finds to be appropriate under the circumstances, the Court shall discharge the Receiver. The Receiver's discharge releases the Receiver from any further duties and responsibilities as receiver under Oregon law.

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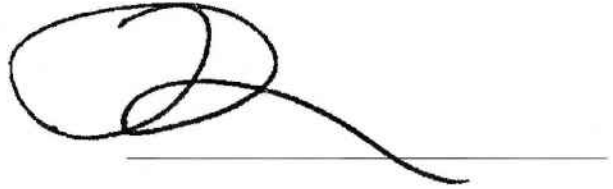
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23. **Further Orders As Needed.** The Receiver or any party may at any time apply to the Court for any further or other instructions or orders and for further powers necessary to enable or require the Receiver to perform his duties, including but not limited to application by the Receiver for power to sell, transfer or convey the Assets, in whole or in part.

5/20/2022 9:32:51 AM

Dated \_\_\_\_\_



**Debra E. Velure, Circuit Court Judge**

Submitted on May 19th, 2022.

SLINDE NELSON

By: \_\_\_\_\_

Joseph M. Mabe, OSB No. 045286

[joe@slindenelson.com](mailto:joe@slindenelson.com)

Keith A. Pitt, OSB No. 973725

[keith@slindenelson.com](mailto:keith@slindenelson.com)

Rebecca J. Ok, OSB No. 185094

[rebecca@slindenelson.com](mailto:rebecca@slindenelson.com)

*Of Attorneys for the Petitioner*

IN THE CIRCUIT COURT OF THE STATE OF OREGON  
FOR THE COUNTY OF LANE

In re Judicial Dissolution of

**Zadeh Kicks LLC dba Zadeh Kicks,**  
the Petitioner.

Case No. 22CV16510

OATH OF RECEIVER

I, David P. Stapleton, having been appointed Receiver in the above-entitled action, swear that I faithfully will discharge my duties as Receiver and will obey the order of the Circuit Court of the State of Oregon, for the County of Lane.

I certify that I have no affiliation with any party to the receivership, I have no interest materially adverse to any party to the receivership, and I have no material financial interest in the outcome of the action, other than the compensation approved by the court. I also have no debtor-creditor relationship with the owner, nor do I hold an equity interest in a party to the receivership.

I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF OREGON THAT THE FOREGOING IS TRUE AND CORRECT.

DATED this 1st day of June, 2022.

By



David P. Stapleton  
Court Appointed Receiver

**CERTIFICATE OF SERVICE**

I hereby certify that I served the foregoing OATH OF RECEIVER on:

Joseph M. Mabe  
Keith A. Pitt  
Rebecca J. Ok  
Slinde Nelson  
425 NW 10<sup>th</sup> Avenue, Suite 200  
Portland, OR 97209  
joe@slindenelson.com  
keith@slindenelson.com  
rebecca@slindenelson.com

*Counsel for Petitioner*

by ☒ mailing; ☒ e-mailing; ☐ electronic service at the party's email address as recorded on the date of service in the court's eFiling system; ☐ hand delivering a true and correct copy thereof to said parties on the date stated below.

DATED this 1<sup>st</sup> day of June, 2022.

s/ Daniel P. Larsen  
Daniel P. Larsen, OSB No. 943645

CERTIFICATE OF SERVICE

IN THE CIRCUIT COURT OF THE STATE OF OREGON  
FOR THE COUNTY OF LANE

In re Judicial Dissolution of  
**Zadeh Kicks LLC dba Zadeh Kicks,**  
the Petitioner.

Case No. 22CV16510

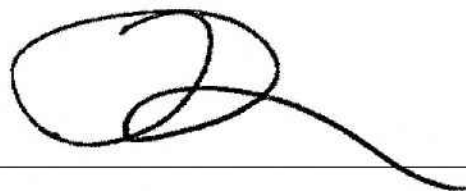
ORDER GRANTING  
RECEIVER'S UNOPPOSED MOTION TO  
AMEND ORDER APPOINTING  
RECEIVER

Based upon the application of Receiver David P. Stapleton to amend this Court's Order Appointing Receiver signed on May 20, 2022, and entered on May 23, 2022 ("Receivership Order"), Section 2 of the Receivership Order shall be amended to read as follows:

Bond. This appointment of Receiver is effective as of the date of this Order, and, pursuant to ORS 37.090(1), the Receiver shall post a bond in the amount of \$15,000 from a surety that meets the qualifications under ORS 37.090(1)(c). Pursuant to ORS 37.090(4), the Receiver may charge the cost of any such insurance policy required by the Court against the Receivership Estate.

IT IS SO ORDERED.

5/27/2022 9:50:35 AM



**Debra E. Velure, Circuit Court Judge**

1 SUBMITTED BY:

2 BUCHALTER

A Professional Corporation

3 Daniel P. Larsen, OSB: 943645

Email: dlarsen@buchalter.com

4 Attorneys for Receiver  
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**CERTIFICATE OF READINESS – (UTCR 5.100)**

This proposed order or judgment is ready for judicial signature because:

- ☐ 1. Each party affected by this order or judgment has stipulated to the order or judgment, as shown by each party's signature on the document being submitted.
- ☒ 2. Each party affected by this order or judgment has approved the order or judgment, as shown by each party's signature on the document being submitted or by written confirmation of approval sent to me.
- ☐ 3. I have served a copy of this order or judgment on each party entitled to service and:
- ☐ a. No objection has been served on me.
- ☐ b. I received objections that I could not resolve with a party despite reasonable efforts to do so. I have filed a copy of the objections I received and indicated which objections remain unresolved.
- ☐ c. After conferring about objections, \_\_\_\_\_ [role and name of objecting party] agreed to independently file any remaining objection.
- ☐ 4. Service is not required pursuant to subsection (3) of this rule, or by statute, rule, or otherwise.
- ☐ 5. This is a proposed judgment that includes an award of punitive damages and notice has been served on the Director of Crime Victims' Assistance Section as required by subsection (5) of this rule.
- ☐ 6. Other: \_\_\_\_\_.

DATED this 26<sup>th</sup> day of May, 2022.

s/ Daniel P. Larsen  
Daniel P. Larsen, OSB No. 943645

**CERTIFICATE OF SERVICE**

I hereby certify that I served the foregoing ORDER GRANTING RECEIVER'S  
UNOPPOSED MOTION TO AMEND ORDER APPOINTING RECEIVER on:

Joseph M. Mabe  
Keith A. Pitt  
Rebecca J. Ok  
Slinde Nelson  
425 NW 10<sup>th</sup> Avenue, Suite 200  
Portland, OR 97209  
joe@slindenelson.com  
keith@slindenelson.com  
rebecca@slindenelson.com

*Counsel for Petitioner*

by ☒ mailing; ☒ e-mailing; ☐ electronic service at the party's email address as recorded on the  
date of service in the court's eFiling system; ☐ hand delivering a true and correct copy thereof  
to said parties on the date stated below.

DATED this 26<sup>th</sup> day of May, 2022.

s/ Daniel P. Larsen  
Daniel P. Larsen, OSB No. 943645

CERTIFICATE OF SERVICE

BUCHALTER  
A Professional Corporation  
805 SW Broadway, Suite 1500  
Portland, OR 97205-3325  
Telephone: 503.226.1191 / Fax: 503.226.0079  
**Exhibit C**  
**Page 4 of 4**

6/2/2022 3:59 PM  
22CV16510

IN THE CIRCUIT COURT OF THE STATE OF OREGON  
FOR THE COUNTY OF LANE

In re Judicial Dissolution of  
**Zadeh Kicks LLC dba Zadeh Kicks,**  
the Petitioner.

Case No. 22CV16510

NOTICE OF FILING OATH OF RECEIVER,  
BOND OF RECEIVER, AND NOTICE OF  
RETENTION OF COUNSEL

TO: ALL PARTIES OF INTEREST

Notice is hereby given that the Oath of Receiver was filed with this court on June 1, 2022. Pursuant to the Court's Order Granting Receiver's Unopposed Motion to Amend Order Appointing Receiver, the Bond of the Receiver will be filed with this Court on or before June 3, 2022. A true copy of the Oath and Bond of Receiver are attached hereto as **Exhibit 1**.

Pursuant to ORS 37.310(2), Receiver hereby provides notice of retention of counsel Oren Bitan, Steve Spector, and Daniel Larsen of Buchalter, A Professional Corporation to act as general counsel for the Receiver as permitted by the Order Appointing Receiver. Counsel's hourly rates are \$795, \$895, and \$650, respectively. Counsel have no interest materially adverse to any party to the receivership, and have no material financial interest in the outcome of the action, other than the compensation paid by the Receiver after giving appropriate notice.

Lead counsel, Oren Bitan, has an extensive legal background that includes business, real estate, banking, receivership, consumer product, and commercial litigation. Mr. Bitan is known for his ability to solve complex business disputes for his clients in a strong but practical manner. As a trusted advisor for fifteen years, Mr. Bitan guides his clients through their day to day legal



concerns, and has particular expertise in matters involving receiverships, real estate, banking and lending, creditors' rights, wine, beer, liquor, cannabis, and intellectual property.

Representative clients include banks and financial institutions, private lenders, state and federal receivers, private investors and investment funds, private equity groups, real property developers, breweries, wineries, distilleries, cannabis businesses, consumer products companies, and corporate entities large and small.

Mr. Bitan is also an experienced appellate lawyer and has successfully argued numerous times before the California Court of Appeal and the Ninth Circuit Court of Appeals.

Representative matters include:

- *Crossroads Investors, L.P. v. Federal National Mortgage Assn.* (2017) 13 Cal.App.5th 757, in which Mr. Bitan successfully petitioned the California Supreme Court to reverse an order denying an anti-SLAPP motion, which resulted in an order striking claims for wrongful foreclosure and fraud.
- *Integrated Dynamic Solutions, Inc. v. VitaVet Labs, Inc.* (2017) 6 Cal. App. 5th 1178, in which Mr. Bitan successfully upheld a mandatory preliminary injunction requiring the turn-over of source code.
- *Randles Films, LLC v. Echo Bridge Entertainment, LLC, et. al*, 2014 U.S. App. LEXIS 30 (9th Cir. Jan. 2, 2014), in which Mr. Bitan successfully defended a judgment he obtained in a copyright infringement dispute involving a motion picture.
- *Solomon v. US Bank Nat'l Ass'n*, 2011 Cal. App. Unpub. LEXIS 9917 (Dec. 28, 2011, No. E052462), in which Mr. Bitan successfully defended an order granting an anti-SLAPP motion he filed in the Superior Court striking claims made against his client.
- *Giorgio v. Synergy Management Group, LLC*, 231 Cal.App.4th 241 (2014), which resulted in a published opinion. Mr. Bitan successfully defended a judgment against his client's former employee.

1 Mr. Bitan also serves as a member of the Executive Committee for the USC Real Estate  
2 Law and Business Forum and as Co-Chair of the Los Angeles / Orange County Section of the  
3 California Receivers' Forum.

4  
5 DATED this 2<sup>nd</sup> day of June, 2022.

6 BUCHALTER  
7 A Professional Corporation

8  
9 By s/ Daniel P. Larsen  
10 Daniel P. Larsen, OSB: 943645  
11 Email: dlarsen@buchalter.com

12 Attorneys for Receiver  
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**CERTIFICATE OF SERVICE**

I hereby certify that I served the foregoing NOTICE OF FILING OATH OF RECEIVER,  
BOND OF RECEIVER, AND NOTICE OF RETENTION OF COUNSEL on:

Joseph M. Mabe  
Keith A. Pitt  
Rebecca J. Ok  
Slinde Nelson  
425 NW 10<sup>th</sup> Avenue, Suite 200  
Portland, OR 97209  
joe@slindenelson.com  
keith@slindenelson.com  
rebecca@slindenelson.com

*Counsel for Petitioner*

by ☒ mailing; ☒ e-mailing; ☐ electronic service at the party's email address as recorded on the  
date of service in the court's eFiling system; ☐ hand delivering a true and correct copy thereof  
to said parties on the date stated below.

DATED this 2<sup>nd</sup> day of June, 2022.

s/ Daniel P. Larsen  
Daniel P. Larsen, OSB No. 943645

CERTIFICATE OF SERVICE

BUCHALTER  
A Professional Corporation  
805 SW Broadway, Suite 1500  
Portland, OR 97205-3325  
Telephone: 503.226.1191 / Fax: 503.226.0079

6/1/2022 3:06 PM  
22CV16510

IN THE CIRCUIT COURT OF THE STATE OF OREGON  
FOR THE COUNTY OF LANE

In re Judicial Dissolution of

**Zadeh Kicks LLC dba Zadeh Kicks,**

the Petitioner.

Case No. 22CV16510

OATH OF RECEIVER

I, David P. Stapleton, having been appointed Receiver in the above-entitled action, swear that I faithfully will discharge my duties as Receiver and will obey the order of the Circuit Court of the State of Oregon, for the County of Lane.

I certify that I have no affiliation with any party to the receivership, I have no interest materially adverse to any party to the receivership, and I have no material financial interest in the outcome of the action, other than the compensation approved by the court. I also have no debtor-creditor relationship with the owner, nor do I hold an equity interest in a party to the receivership.

I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF OREGON THAT THE FOREGOING IS TRUE AND CORRECT.

DATED this 1st day of June, 2022.

By



David P. Stapleton  
Court Appointed Receiver

**CERTIFICATE OF SERVICE**

I hereby certify that I served the foregoing OATH OF RECEIVER on:

Joseph M. Mabe  
Keith A. Pitt  
Rebecca J. Ok  
Slinde Nelson  
425 NW 10<sup>th</sup> Avenue, Suite 200  
Portland, OR 97209  
joe@slindenelson.com  
keith@slindenelson.com  
rebecca@slindenelson.com

*Counsel for Petitioner*

by ☒ mailing; ☒ e-mailing; ☐ electronic service at the party's email address as recorded on the  
date of service in the court's eFiling system; ☐ hand delivering a true and correct copy thereof  
to said parties on the date stated below.

DATED this 1<sup>st</sup> day of June, 2022.

s/ Daniel P. Larsen  
Daniel P. Larsen, OSB No. 943645

CERTIFICATE OF SERVICE

BN 70884825v1

BUCHALTER  
A Professional Corporation  
805 SW Broadway, Suite 1500  
Portland, OR 97205-3325  
Telephone: 503.226.1191 / Fax: 503.226.0079

**Exhibit 1**

**Page 2 of 5**

**Exhibit D**

**Page 6 of 9**

**IN THE CIRCUIT COURT FOR THE STATE OF  
OREGON FOR THE COUNTY OF LANE**

In re Judicial Dissolution of  
Zadeh Kicks LLC dba Zadeh Kick

the Petitioner

BOND OF RECEIVER

CASE NO.: 22CV16510

BOND NO.: 4454702

PREMIUM: \$100.00

**KNOW ALL MEN BY THESE PRESENTS:**

**THAT WE,** David P. Stapleton as Principal, and SureTec Insurance Company, a corporation duly organized and existing under the laws of the State of Texas and duly authorized to execute bonds and undertakings as sole surety, as Surety, are held and firmly bound unto the CIRCUIT COURT FOR THE STATE OF OREGON in the sum of Fifteen Thousand & no/100 Dollars (\$ 15,000.00 ), lawful money of the United States, for the payment of which well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:**

**WHEREAS,** by an order of the THE CIRCUIT COURT FOR THE STATE OF OREGON FOR THE COUNTY OF LANE on the 24th of May, 2022 in the above entitled action, the above bounden David P. Stapleton was appointed Receiver therein and was directed, before entering upon the discharge of his duties as such Receiver, to execute a bond according to law in said sum above named.

**NOW THEREFORE,** if the said David P. Stapleton shall faithfully discharge the duties of Receiver in the action and obey the orders of the court therein, then this obligation shall be void; otherwise to remain in full force and effect.

DATED THIS 24th day of May, 2022.

**SureTec Insurance Company**

By: 

Todd Cady

ATTORNEY-IN-FACT

David P. Stapleton 

By:

**SURETY ADDRESS FOR SERVICE:**

3131 Camino del Rio N, Ste. 1450  
San Diego, CA 92108

**PRINCIPAL ADDRESS FOR SERVICE:**

515 South Flower Street 18th Floor  
Los Angeles CA 90071



POA #: 510128

## SureTec Insurance Company

### LIMITED POWER OF ATTORNEY

*Know All Men by These Presents*, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Todd Cady

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for, providing the bond penalty does not exceed

Five Million and 00/100 Dollars (\$5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

*Be it Resolved*, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

*Attorney-in-Fact* may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

*Be it Resolved*, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20<sup>th</sup> of April, 1999.)

*In Witness Whereof*, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 12th day of August A.D. 2020.

SURETEC INSURANCE COMPANY

By: \_\_\_\_\_

Michael C. Keimig, President

State of Texas                      ss:  
County of Harris



On this 12th day of August A.D. 2020 before me personally came Michael C. Keimig, to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



\_\_\_\_\_  
Tanya Sneed, Notary Public  
My commission expires March 30, 2023

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 24<sup>th</sup> day of May, 2022, A.D.

\_\_\_\_\_  
M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity. 510128  
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:30 am and 5:00 pm CST.

## CALIFORNIA CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )

County of San Diego )

On 5/24/22 before me, Justin Ryan Olsen - Notary Public,  
(here insert name and title of the officer)

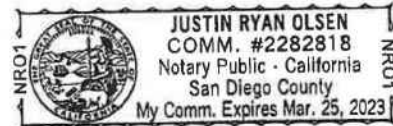
personally appeared Todd Cady

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)

## Optional Information

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

## Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of \_\_\_\_\_

containing \_\_\_\_\_ pages, and dated \_\_\_\_\_

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)  
☐ Attorney-in-Fact  
☐ Corporate Officer(s) \_\_\_\_\_  
 Title(s)

- ☐ Guardian/Conservator  
☐ Partner - Limited/General  
☐ Trustee(s)  
☐ Other: \_\_\_\_\_

representing: \_\_\_\_\_  
 Name(s) of Person(s) or Entity(ies) Signer is Representing

## Additional Information

## Method of Signer Identification

Proved to me on the basis of satisfactory evidence:  
☐ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:  
 Page # \_\_\_\_\_ Entry # \_\_\_\_\_

Notary contact: \_\_\_\_\_

## Other

- ☐ Additional Signer(s) ☐ Signer(s) Thumbprint(s)  
☐ \_\_\_\_\_



IN THE CIRCUIT COURT FOR THE STATE OF  
OREGON FOR THE COUNTY OF LANE

In re Judicial Dissolution of  
Zadeh Kicks LLC dba Zadeh Kick

BOND OF RECEIVER

CASE NO.: 22CV16510

the Petitioner

BOND NO.: 4454702

PREMIUM: \$100.00

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, David P. Stapleton as Principal, and SureTec Insurance Company, a corporation duly organized and existing under the laws of the State of Texas and duly authorized to execute bonds and undertakings as sole surety, as Surety, are held and firmly bound unto the CIRCUIT COURT FOR THE STATE OF OREGON in the sum of Fifteen Thousand & no/100 Dollars (\$ 15,000.00 ), lawful money of the United States, for the payment of which well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:

WHEREAS, by an order of the THE CIRCUIT COURT FOR THE STATE OF OREGON FOR THE COUNTY OF LANE on the 24th of May, 2022 in the above entitled action, the above bounden David P. Stapleton was appointed Receiver therein and was directed, before entering upon the discharge of his duties as such Receiver, to execute a bond according to law in said sum above named.

NOW THEREFORE, if the said David P. Stapleton shall faithfully discharge the duties of Receiver in the action and obey the orders of the court therein, then this obligation shall be void; otherwise to remain in full force and effect.

DATED THIS 24th day of May, 2022.

**SureTec Insurance Company**

By:

Todd Cady

ATTORNEY-IN-FACT

David P. Stapleton

By:

**SURETY ADDRESS FOR SERVICE:**

3131 Camino del Rio N, Ste. 1450

San Diego, CA 92108

**PRINCIPAL ADDRESS FOR SERVICE:**

515 South Flower Street 18th Floor

Los Angeles CA 90071

POA #: 510128

# SureTec Insurance Company

## LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Todd Cady

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for, providing the bond penalty does not exceed

Five Million and 00/100 Dollars (\$5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

*Be it Resolved*, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

*Attorney-in-Fact* may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

*Be it Resolved*, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20<sup>th</sup> of April, 1999.)

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 12th day of August A.D. 2020.

SURETEC INSURANCE COMPANY

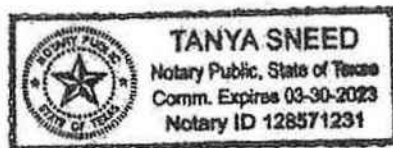
By:   
Michael C. Keimig, President

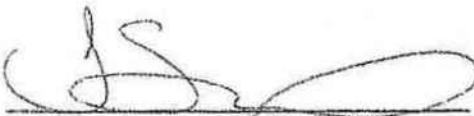


State of Texas  
County of Harris

SS:

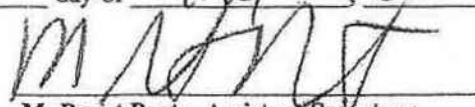
On this 12th day of August A.D. 2020 before me personally came Michael C. Keimig, to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



  
Tanya Sneed, Notary Public  
My commission expires March 30, 2023

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 24<sup>th</sup> day of May, 2022, A.D.

  
M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity. 510128  
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:30 am and 5:00 pm CST.



## CALIFORNIA CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )

County of San Diego )

On 5/24/22 before me, Justin Ryan Olsen - Notary Public,  
(here insert name and title of the officer)

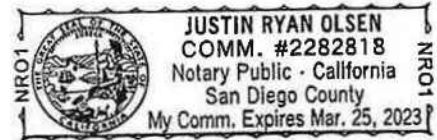
personally appeared Todd Cady

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature]



(Seal)

### Optional Information

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

#### Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of \_\_\_\_\_

containing \_\_\_\_\_ pages, and dated \_\_\_\_\_

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)  
☐ Attorney-in-Fact  
☐ Corporate Officer(s) \_\_\_\_\_  
 Title(s) \_\_\_\_\_

- ☐ Guardian/Conservator  
☐ Partner - Limited/General  
☐ Trustee(s)  
☐ Other: \_\_\_\_\_

representing: \_\_\_\_\_  
 Name(s) of Person(s) or Entity(ies) Signer is Representing

#### Additional Information

##### Method of Signer Identification

Proved to me on the basis of satisfactory evidence:

- ☐ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:

Page # \_\_\_\_\_ Entry # \_\_\_\_\_

Notary contact: \_\_\_\_\_

##### Other

- ☐ Additional Signer(s) ☐ Signer(s) Thumbprint(s)

☐ \_\_\_\_\_



STAPLETON  
GROUP

RECEIVED

JUN 02 2022

CIRCUIT COURT, LANE CO. *KA*

June 1, 2022

Via FedEx

Lane County Circuit Court  
Attn: Cashier Clerk  
125 East 8<sup>th</sup> Avenue  
Eugene, OR 97401

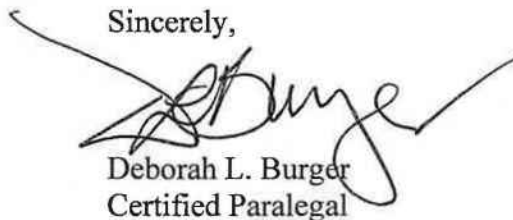
Re: **Zadeh Kicks LLC dba Zadeh Kicks**  
In the Circuit Court for the State of Oregon, County of Lane Case No. 22CV16510

Dear Sir/Madam:

Enclosed please find an original and one copy of a Bond of Receiver for the above-referenced matter. Please file and return a conformed copy to me in the enclosed self-addressed envelope.

If you have any questions, please contact Debbie Burger at (213) 404-0114 or [dburger@stapletoninc.com](mailto:dburger@stapletoninc.com). Thank you for your assistance in this matter.

Sincerely,



Deborah L. Burger  
Certified Paralegal

Encls.



IN THE CIRCUIT COURT OF THE STATE OF OREGON  
FOR THE COUNTY OF LANE

In re Judicial Dissolution of  
**Zadeh Kicks LLC dba Zadeh Kicks,**  
the Petitioner.


Case No. 22CV16510

ORDER GRANTING RECEIVER'S  
UNOPPOSED MOTION FOR  
ALTERNATIVE SERVICE

Based upon the motion of Receiver David P. Stapleton for alternative service to potential creditors of Zadeh Kicks, notice by email service using the email addresses from the Zadeh Kicks Mail Chimp account shall be permitted, in conjunction with at least one publication notice in *The Register Guard* newspaper of Eugene, Oregon.

IT IS SO ORDERED.

6/17/2022 5:06:47 PM

  
\_\_\_\_\_  
**Jay A. McAlpin, Circuit Court Judge**

///

///

///

///

1 SUBMITTED BY:

2 BUCHALTER

A Professional Corporation

3 Daniel P. Larsen, OSB No. 943645

Email: dlarsen@buchalter.com

4 Oren Bitan, *Pro Hac Vice* Application Pending

Email: obitan@buchalter.com

5 Attorneys for Receiver

6

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**CERTIFICATE OF READINESS – (UTCR 5.100)**

This proposed order or judgment is ready for judicial signature because:

- ☐ 1. Each party affected by this order or judgment has stipulated to the order or judgment, as shown by each party's signature on the document being submitted.
- ☒ 2. Each party affected by this order or judgment has approved the order or judgment, as shown by each party's signature on the document being submitted or by written confirmation of approval sent to me.
- ☐ 3. I have served a copy of this order or judgment on each party entitled to service and:
- ☐ a. No objection has been served on me.
- ☐ b. I received objections that I could not resolve with a party despite reasonable efforts to do so. I have filed a copy of the objections I received and indicated which objections remain unresolved.
- ☐ c. After conferring about objections, \_\_\_\_\_ [role and name of objecting party] agreed to independently file any remaining objection.
- ☐ 4. Service is not required pursuant to subsection (3) of this rule, or by statute, rule, or otherwise.
- ☐ 5. This is a proposed judgment that includes an award of punitive damages and notice has been served on the Director of Crime Victims' Assistance Section as required by subsection (5) of this rule.
- ☐ 6. Other: \_\_\_\_\_.

DATED this 16<sup>th</sup> day of June, 2022.

s/ Daniel P. Larsen  
Daniel P. Larsen, OSB No. 943645

**CERTIFICATE OF SERVICE**

I hereby certify that I served the foregoing ORDER GRANTING RECEIVER'S UNOPPOSED MOTION FOR ALTERNATIVE SERVICE by the method(s) indicated on the date set forth below on the following parties:

Joseph M. Mabe  
Keith A. Pitt  
Rebecca J. Ok  
Slinde Nelson  
425 NW 10<sup>th</sup> Avenue, Suite 200  
Portland, OR 97209  
joe@slindenelson.com  
keith@slindenelson.com  
rebecca@slindenelson.com

*Counsel for Petitioner*

Douglas Pahl  
Perkins Coie LLP  
1120 NW Couch, 10th Floor  
Portland, OR 97209  
dpahl@perkinscoie.com

*Counsel for Creditor  
TXOR Holdings Ltd.*

- ☒ First class mail
- ☒ Email, courtesy copy only
- ☐ Email, pursuant to ORCP 9G
- ☐ Hand delivery
- ☐ Facsimile
- ☐ Electronic service at the party's email address as recorded on the date of service in the court's eFiling system

- ☐ First class mail
- ☒ Email, courtesy copy only
- ☐ Email, pursuant to ORCP 9G
- ☐ Hand delivery
- ☐ Facsimile
- ☒ Electronic service at the party's email address as recorded on the date of service in the court's eFiling system

DATED this 16<sup>th</sup> day of June, 2022.

s/ Daniel P. Larsen  
Daniel P. Larsen, OSB No. 943645

CERTIFICATE OF SERVICE

IN THE CIRCUIT COURT OF THE STATE OF OREGON  
FOR THE COUNTY OF LANE

In re Judicial Dissolution of  
**Zadeh Kicks LLC dba Zadeh Kicks,**  
the Petitioner.

Case No. 22CV16510

ORDER GRANTING RECEIVER'S  
MOTION FOR ASSOCIATION OF OUT-  
OF-STATE COUNSEL OREN BITAN (*PRO*  
*HAC VICE*)

This Court having considered Receiver David P. Stapleton's Motion for Association of  
Out-of-State Counsel *Pro Hac Vice* for Oren Bitan to appear as counsel for Receiver,

IT IS HEREBY ORDERED that Oren Bitan is permitted to appear and participate in this  
case pursuant to UTCR 3.170 in association with Daniel P. Larsen.

6/30/2022 9:15:35 AM



SUBMITTED BY:

**Erin A. Fennerty, Circuit Court Judge**

BUCHALTER  
A Professional Corporation

s/ Daniel P. Larsen

Daniel P. Larsen, OSB: 943645  
Email: dlarsen@buchalter.com

Oren Bitan, *Pro Hac Vice* Application Pending  
Email: obitan@buchalter.com  
Attorneys for Receiver

**CERTIFICATE OF READINESS – (UTCR 5.100)**

This proposed order or judgment is ready for judicial signature because:

- ☐ 1. Each party affected by this order or judgment has stipulated to the order or judgment, as shown by each party's signature on the document being submitted.
- ☒ 2. Each party affected by this order or judgment has approved the order or judgment, as shown by each party's signature on the document being submitted or by written confirmation of approval sent to me.
- ☐ 3. I have served a copy of this order or judgment on each party entitled to service and:
- ☐ a. No objection has been served on me.
- ☐ b. I received objections that I could not resolve with a party despite reasonable efforts to do so. I have filed a copy of the objections I received and indicated which objections remain unresolved.
- ☐ c. After conferring about objections, \_\_\_\_\_ [role and name of objecting party] agreed to independently file any remaining objection.
- ☐ 4. Service is not required pursuant to subsection (3) of this rule, or by statute, rule, or otherwise.
- ☐ 5. This is a proposed judgment that includes an award of punitive damages and notice has been served on the Director of Crime Victims' Assistance Section as required by subsection (5) of this rule.
- ☐ 6. Other: \_\_\_\_\_.

DATED this 15<sup>th</sup> day of June, 2022.

s/ Daniel P. Larsen  
Daniel P. Larsen, OSB No. 943645



**CERTIFICATE OF SERVICE**

I hereby certify that I served the foregoing ORDER GRANTING RECEIVER'S  
MOTION FOR ASSOCIATION OF OUT-OF-STATE COUNSEL OREN BITAN (*PRO HAC*  
*VICE*) by the method(s) indicated on the date set forth below on the following parties:

Joseph M. Mabe  
Keith A. Pitt  
Rebecca J. Ok  
Slinde Nelson  
425 NW 10<sup>th</sup> Avenue, Suite 200  
Portland, OR 97209  
joe@slindenelson.com  
keith@slindenelson.com  
rebecca@slindenelson.com

*Counsel for Petitioner*

Douglas Pahl  
Perkins Coie LLP  
1120 NW Couch, 10th Floor  
Portland, OR 97209  
dpahl@perkinscoie.com

*Counsel for Creditor  
TXOR Holdings Ltd.*

- ☒ First class mail
- ☒ Email, courtesy copy only
- ☐ Email, pursuant to ORCP 9G
- ☐ Hand delivery
- ☐ Facsimile
- ☐ Electronic service at the party's email address as recorded on the date of service in the court's eFiling system

- ☐ First class mail
- ☒ Email, courtesy copy only
- ☐ Email, pursuant to ORCP 9G
- ☐ Hand delivery
- ☐ Facsimile
- ☒ Electronic service at the party's email address as recorded on the date of service in the court's eFiling system

DATED this 15<sup>th</sup> day of June, 2022.

s/ Daniel P. Larsen  
Daniel P. Larsen, OSB No. 943645

CERTIFICATE OF SERVICE

BUCHALTER  
A Professional Corporation  
805 SW Broadway, Suite 1500  
Portland, OR 97205-3325  
Telephone: 503.226.1191 / Fax: 503.226.0079

**Exhibit G**  
**Page 3 of 3**

IN THE CIRCUIT COURT OF THE STATE OF OREGON  
FOR THE COUNTY OF LANE

In re Judicial Dissolution of

**Zadeh Kicks LLC dba Zadeh Kicks,**

the Petitioner.

Case No. 22CV16510

INITIAL NOTICE TO CREDITORS AND  
OTHER INTERESTED PERSONS OF  
RECEIVERSHIP

TO: ALL PARTIES OF INTEREST

PLEASE TAKE NOTICE that on May 20, 2022, David P. Stapleton was appointed by Order of the Circuit Court of Oregon for Lane County as Receiver of the assets of the above-captioned petitioner Zadeh Kicks LLC dba Zadeh Kicks ("Receivership Estate").

YOU ARE HEREBY FURTHER NOTIFIED that the Receiver has not yet set a deadline to submit claims by creditors. The Receiver will provide period updates regarding the Receivership Estate through his reports filed with this Court. The Receiver will also report updates on recoveries the Receiver has made on behalf of the Receivership Estate and any details regarding a claims process and deadlines or bar dates. The Receiver will separately issue a Notice of Claims Bar Date or some such similarly titled notice so that unsecured creditors may make and submit proofs of claim in the Receivership Estate. All creditors and interested persons who would like to be placed on a special notice list, or to notify the Receiver that they are represented by counsel, should send an email to [zadehkicks@stapletoninc.com](mailto:zadehkicks@stapletoninc.com) with that information or request. A creditor or interested person may not receive notice of all further proceedings in the receivership unless the person submits a request to be placed on the special notice list.

1 The name of the owner of Zadeh Kicks, LLC is Michael Malekzadeh.

2 Contact information for counsel for Petitioner and Mr. Malekzadeh is as follows:

3 Joseph M. Mabe  
4 Keith A. Pitt  
5 Rebecca J. Ok  
6 SLINDE NELSON  
7 425 NW 10<sup>th</sup> Avenue, Suite 200  
8 Portland, OR 97209  
9 Phone: 503.417.7777  
10 Email: joe@slindenelson.com  
11 keith@slindenelson.com  
12 rebecca@slindenelson.com

13 Contact information for counsel for the Receiver:

14 Daniel P. Larsen  
15 Oren Bitan  
16 Buchalter, A Professional Corporation  
17 805 SW Broadway, Suite 1500  
18 Portland, OR 97205-3325  
19 Phone: 503.226.1191  
20 Email: dlarsen@buchalter.com  
21 obitan@buchalter.com

22 DATED this 16 day of June, 2022.

23 BUCHALTER  
24 A Professional Corporation

25 By s/ Daniel P. Larsen  
26 Daniel P. Larsen, OSB No. 943645  
Email: dlarsen@buchalter.com  
Oren Bitan, *Pro Hac Vice* Application Pending  
Email: obitan@buchalter.com

Attorneys for Receiver

By   
David P. Stapleton  
Court Appointed Receiver

**CERTIFICATE OF SERVICE**

I hereby certify that I served the foregoing NOTICE OF RECEIVERSHIP by the method(s) indicated on the date set forth below on the following parties:

Joseph M. Mabe  
Keith A. Pitt  
Rebecca J. Ok  
Slinde Nelson  
425 NW 10<sup>th</sup> Avenue, Suite 200  
Portland, OR 97209  
joe@slindenelson.com  
keith@slindenelson.com  
rebecca@slindenelson.com

- ☒ First class mail
- ☒ Email, courtesy copy only
- ☐ Email, pursuant to ORCP 9G
- ☐ Hand delivery
- ☐ Facsimile
- ☐ Electronic service at the party's email address as recorded on the date of service in the court's eFiling system

*Counsel for Petitioner*

Douglas Pahl  
Perkins Coie LLP  
1120 NW Couch, 10th Floor  
Portland, OR 97209  
dpahl@perkinscoie.com

- ☐ First class mail
- ☒ Email, courtesy copy only
- ☐ Email, pursuant to ORCP 9G
- ☐ Hand delivery
- ☐ Facsimile
- ☒ Electronic service at the party's email address as recorded on the date of service in the court's eFiling system

*Counsel for Creditor  
TXOR Holdings Ltd.*

DATED this 17<sup>th</sup> day of June, 2022.

s/ Daniel P. Larsen  
Daniel P. Larsen, OSB No. 943645

Receiver is separately sending this Notice to an Email List of Creditors and Other Interested Persons.

**Zadeh Kicks, LLC****Summary of Inventory by Brand**

<b>Row Labels</b>	<b>Sum of Qty</b>
ADIDAS	4,626
ASICS	72
CONVERSE	59
MISC.	1,723
NEW BALANCE	66
NIKE	48,339
PUMA	23
REEBOK	16
VANS	110
YEEZY	4,746
<b>Grand Total</b>	<b>59,780</b>

David Stapleton, Receiver for  
 Zadeh Kicks, LLC  
 Schedule of Receipts & Disbursements thru 6/30/2022

	<u>Inception- To-Date</u>
Beginning Cash, 5/20/2022	\$ -
Cash Receipts	
Atty Trust Account	485,000
Chase Bank	1,722,302
	<u>\$ 2,207,302</u>
Cash Disbursements	
Computer and Internet Expenses	(990)
Insurance Expense	(100)
Payroll Expenses	(57,605)
Professional Fees	(9,457)
Rent Expense	(9,900)
Security Expense	(19,635)
Supplies Expense	(193)
Trash	(47)
Utilities	(828)
Total Disbursements	<u>\$ (98,755)</u>
Ending Cash, 6/30/2022	<u><u>\$ 2,108,546</u></u>



NICHOLAS U. FRANDSEN (12512)  
PARSONS BEHLE & LATIMER  
One Utah Center  
201 South Main Street, Suite 1800  
Salt Lake City, UT 84111  
Telephone: (801) 532-1234  
Facsimile: (801) 536-6111  
[nfrandsen@parsonsbehle.com](mailto:nfrandsen@parsonsbehle.com)

ANNA RUBIN (16372)  
THE RUBIN LAW FIRM, PLLC  
88 Pine St., Floor 26  
New York, NY 10005  
Telephone: (212) 804-7012  
Facsimile: (212) 804-7013  
[anna@rubinlaw.legl](mailto:anna@rubinlaw.legl)

*Attorneys for Plaintiff*

---

**IN THE THIRD JUDICIAL DISTRICT COURT  
SALT LAKE COUNTY, STATE OF UTAH**

---

NEXTWAVE FUNDING D/B/A  
NEXTWAVE FUNDING, a Utah Limited  
Liability Company,

Plaintiff,

vs.

ZADEH KICKS LLC D/B/A ZADEH KICKS  
and MICHAEL MALEKZADEH,

Defendants.

**NOTICE OF DISMISSAL WITHOUT  
PREJUDICE – ZADEH KICKS LLC  
D/B/A ZADEH KICKS**

**DISCOVERY TIER III**

Case No. 220903272

Judge: Vernice Trease

Pursuant to Rule 41(a)(1)(A)(i) Plaintiff Nextwave Funding d/b/a Nextwave Funding (“Nextwave”), through counsel, hereby gives notice that Nextwave’s claims against and only as to defendant Zadeh Kicks LLC d/b/a Zadeh Kicks (“Zadeh Kicks”) are hereby dismissed without

prejudice. Because this Notice is filed “before the opposing party serves an answer or a motion for summary judgment” this Notice effectuates Zadeh Kick’s dismissal without prejudice under Rule 41(a)(1)(i), and no further Order of the Court is required.

This Notice applies only to Zadeh Kicks, and not to defendant Michael Malekzadeh.

DATED this 17<sup>th</sup> day of June 2022.

/s/ Nicholas U. Frandsen

NICHOLAS U. FRANDSEN

PARSONS BEHLE & LATIMER

*Attorney for Plaintiff Nextwave Funding*

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on the 17<sup>th</sup> day of June, 2022, I caused to be filed via the Court's Green Filing system a true and correct copy of the foregoing **NOTICE OF DISMISSAL WITHOUT PREJUDICE – ZADEH KICKS LLC** which served an electronic copy of the same on the following:

Douglas P. Farr  
Jacob D. Barney  
111 South Main Street, Suite 600  
Salt Lake City, UT 84111  
[dfarr@buchalter.com](mailto:dfarr@buchalter.com)  
[jbarney@buchalter.com](mailto:jbarney@buchalter.com)  
*Attorneys for David P. Stapleton*  
*Receiver for Zadeh Kick LLC d/b/a Zadeh Kicks*

I FURTHER CERTIFY that on the 17<sup>th</sup> day of June, 2022, I caused to be mailed a true and correct copy of the same to the parties identified below:

Zadeh Kicks LLC d/b/a Zadeh Kicks  
710 Commercial St. Suite 3  
Eugene, OR 97402

Zadeh Concepts LLC  
820 SW Morgan Way  
Troutdale, OR 97060

Michael Malekzadeh  
2511 Garfield St.  
Eugene, OR 97406

/s/ Nicholas U. Frandsen

NICHOLAS U. FRANDSEN (12512)  
PARSONS BEHLE & LATIMER  
One Utah Center  
201 South Main Street, Suite 1800  
Salt Lake City, UT 84111  
Telephone: (801) 532-1234  
Facsimile: (801) 536-6111  
[nfrandsen@parsonsbehle.com](mailto:nfrandsen@parsonsbehle.com)

ANNA RUBIN (16372)  
THE RUBIN LAW FIRM, PLLC  
88 Pine St., Floor 26  
New York, NY 10005  
Telephone: (212) 804-7012  
Facsimile: (212) 804-7013  
[anna@rubinlaw.legl](mailto:anna@rubinlaw.legl)

*Attorneys for Plaintiff*

---

**IN THE THIRD JUDICIAL DISTRICT COURT  
SALT LAKE COUNTY, STATE OF UTAH**

---

NEXTWAVE FUNDING D/B/A  
NEXTWAVE FUNDING, a Utah Limited  
Liability Company,

Plaintiff,

vs.

MICHAEL MALEKZADEH, an individual,  
and ZADEH KICKS LLC D/B/A ZADEH  
KICKS/ZADEH CONCEPTS LLC,

Defendants.

**EX PARTE MOTION TO WITHDRAW  
PROPOSED JUDGMENT**

**DISCOVERY TIER III**

Case No. 220903272

Judge: Vernice Trease

Plaintiff Nextwave Funding d/b/a Nextwave Funding (“Nextwave”), through counsel, hereby requests this Court to withdraw the proposed Judgment Upon Stipulation and Confession, filed June 2, 2022 (“Proposed Judgment”) (Dkt. No. 5). On June 10, 2022, David P. Stapleton,

receiver for defendant Zadeh Kicks LLC d/b/a Zadeh Kicks filed an Objection to the Proposed Judgment (“Objection”) (Dkt. No. 7). Rather than respond to the Objection, and to promote judicial economy, Nextwave withdraws the Proposed Judgment. Nextwave requests the Court remove the Proposed Judgment from the docket.

DATED this 17<sup>th</sup> day of June 2022.

/s/ Nicholas U. Frandsen

Nicholas U. Frandsen

PARSONS BEHLE & LATIMER

*Attorneys for Plaintiffs Nextwave Funding*



**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on the 17<sup>th</sup> day of June, 2022, I caused to be filed via the Court's Green Filing system a true and correct copy of the foregoing **EX PARTE MOTION TO WITHDRAW PROPOSED JUDGMENT** which served an electronic copy of the same on the following:

Douglas P. Farr  
Jacob D. Barney  
111 South Main Street, Suite 600  
Salt Lake City, UT 84111  
[dfarr@buchalter.com](mailto:dfarr@buchalter.com)  
[jbarney@buchalter.com](mailto:jbarney@buchalter.com)  
*Attorneys for David P. Stapleton*  
*Receiver for Zadeh Kick LLC d/b/a Zadeh Kicks*

I FURTHER CERTIFY that on the 17<sup>th</sup> day of June, 2022, I caused to be mailed a true and correct copy of the same to the parties identified below:

Zadeh Kicks LLC d/b/a Zadeh Kicks  
710 Commercial St. Suite 3  
Eugene, OR 97402

Zadeh Concepts LLC  
820 SW Morgan Way  
Troutdale, OR 97060

Michael Malekzadeh  
2511 Garfield St.  
Eugene, OR 97406

/s/ Nicholas U. Frandsen

# Buchalter

1000 Wilshire Boulevard  
Suite 1500  
Los Angeles, CA 90017-1730  
(213) 891-0700 Telephone  
(213) 896-0400 Facsimile  
95-2640846  
<http://www.buchalter.com>

June 13, 2022

STAPLETON GROUP  
515 S. FLOWER STREET  
18TH FLOOR  
LOS ANGELES, CA 90071  
ATTN: DAVID P. STAPLETON

**Statement of Your Account as of June 13, 2022**

Inv. No.	Date	Amount Billed	Amount Paid	Balance
<b>S1485-2</b>		<b>ZADEH KICKS LLC</b>		
1144000	5/31/22	43,523.50	.00	43,523.50
<b>Total this Matter</b>				<b>43,523.50</b>
<b>Total Amount Due</b>				<b>43,523.50</b>

# Buchalter

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Los Angeles, CA 90017-1730  
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(213) 896-0400 Facsimile  
95-2640846  
<http://www.buchalter.com>

STAPLETON GROUP  
515 S. FLOWER STREET  
18TH FLOOR  
LOS ANGELES, CA 90071  
ATTN: DAVID P. STAPLETON

May 31, 2022  
Invoice No. 1144000

Client No: S1485

Previous Balance	.00
Payments received through 06/13/22	.00
Previous Balance Remaining	.00
Invoice Total	\$ 43,523.50
<b>Balance Due</b>	<b>\$ 43,523.50</b>

**Wire Instructions**

ZB, N.A, dba California Bank & Trust - 550 South Hope Street - Suite 300 - Los Angeles, CA 90017

ABA#: 121002042 - Swift Code: ZFNBUS55  
Account Name: Buchalter - Account No: 3240017271  
Reference: Invoice number(s)

**To pay by Visa or MasterCard**  
go to the payment portal on [www.Buchalter.com](http://www.Buchalter.com)

Matter Summary		Fees	Disbursements	Total Billed
S1485-2	ZADEH KICKS LLC	43,523.50	.00	43,523.50
		43,523.50	.00	43,523.50



1000 Wilshire Boulevard  
Suite 1500  
Los Angeles, CA 90017-1730  
(213) 891-0700 Telephone  
(213) 896-0400 Facsimile  
95-2640846  
<http://www.buchalter.com>

File Number OB	S1485-2	DAVID P. STAPLETON ZADEH KICKS LLC	5/31/22 1144000 Page 1	
Date	Tkpr	Description of Services Rendered	Hours	Amount
5/20/22	OB	PREPARE FOR AND CALL COUNSEL FOR UNITED STATES REGARDING SEIZURE OF ASSETS OF M. MALEKZADEH.	1.2	954.00
5/20/22	OB	REPEATEDLY CALL AND EMAIL RECEIVER REGARDING APPOINTMENT AND CALL WITH COUNSEL FOR UNITED STATES REGARDING SEIZURE OF ASSETS OF M. MALEKZADEH.	.9	715.50
5/20/22	OB	REVIEW AND ANALYZE PETITION FOR DISSOLUTION AND ORDER APPOINTING RECEIVER; STRATEGIZE REGARDING TURNOVER OF ASSETS; CALL AND EMAIL RECEIVER REGARDING SAME.	1.4	1,113.00
5/20/22	OB	BEGIN REVIEWING AND ANALYZING OREGON RECEIVERSHIP STATUTE REGARDING BOND, EMPLOYMENT OF COUNSEL, AND NOTICE TO CREDITORS; STRATEGIZE REGARDING SAME; EMAIL AND CALL RECEIVER REGARDING SAME.	1.2	954.00
5/21/22	OB	REPEATEDLY EMAIL RECEIVER REGARDING TURNOVER OF ASSETS; STRATEGIZE REGARDING SAME.	.6	477.00
5/23/22	SMS	REVIEW UCC SEARCH; MEMOS WITH O. BITAN.	.6	537.00
5/23/22	OB	TRAVEL TO AND ATTEND INSPECTION OF BUSINESS PREMISES TO COORDINATE TURNOVER OF ASSETS; COORDINATE RESPONSE TO SECURITY THREATS TO LEASED PREMISES CONTAINING ASSETS OF THE RECEIVERSHIP ESTATE; MEET WITH LAW ENFORCEMENT REGARDING SAME.	5.8	4,611.00
5/23/22	OB	PREPARE FOR AND ATTEND MEETING WITH UNITED STATES ATTORNEYS REGARDING INSPECTION OF BUSINESS PREMISES TO COORDINATE TURNOVER OF ASSETS.	2.8	2,226.00
5/23/22	DPL	REVIEW AND ANALYZE PETITION FOR VOLUNTARY DISSOLUTION AND APPOINTMENT OF RECEIVER; EMAILS WITH OREN BITAN REGARDING SAME AND POTENTIAL NEXT STEPS FOR SAME.	.3	195.00
5/23/22	RA	OREGON UCC LIEN SEARCH FOR ZADEH KICKS, LLC, AN OREGON LIMITED LIABILITY COMPANY.	.5	137.50
5/24/22	SMS	MEMOS WITH O. BITAN; REVIEW ORDER.	.5	447.50
5/24/22	SMS	CONF. WITH O. BITAN - RECEIVERSHIP.	.3	268.50
5/24/22	OB	TRAVEL TO AND ATTEND FURTHER INSPECTION OF BUSINESS PREMISES TO COORDINATE TURNOVER OF ASSETS; COORDINATE RESPONSE TO SECURITY THREATS TO LEASED PREMISES CONTAINING ASSETS OF THE RECEIVERSHIP ESTATE; COMMUNICATE WITH UNITED STATES ATTORNEYS REGARDING SAME; COORDINATE TURNOVER OF WEB-SITE AND FORMULATION OF RECEIVERSHIP ANNOUNCEMENT REGARDING APPOINTMENT OF RECEIVER.	6.4	5,088.00
5/24/22	OB	COORDINATE SECURITY RESPONSE IN RESPONSE TO THREATS TO LEASED PREMISES CONTAINING RECEIVERSHIP ASSETS; EMAIL RECEIVER REGARDING SAME.	.8	636.00
5/24/22	DPL	EMAILS WITH OREN BITAN REGARDING POTENTIAL STIPULATION TO MODIFY BOND; REVIEW AND ANALYZE ORDER APPOINTING RECEIVER; REVIEW AND ANALYZE SELECTION PORTIONS OF RECEIVERSHIP STATUTE REGARDING REQUIREMENTS FOR SECURITY; EMAILS WITH MR. BITAN REGARDING POTENTIAL MOTION TO AMEND AND PROPOSED ORDER TO AMEND; INVESTIGATE WITH COURT CLERK APPROPRIATE PROCESS AND POTENTIAL JUDGE ASSIGNMENT FOR MOTION TO AMEND; CONFER WITH MR. BITAN REGARDING SAME AND NEXT STEPS FOR AMENDMENT; DRAFT AND REVISE MOTION TO AMEND ORDER APPOINTING RECEIVER AND PROPOSED ORDER FOR SAME; DIRECTIONS TO ASSISTANT REGARDING SAME AND POTENTIAL		

**BALANCES ARE DUE AND PAYABLE UPON PRESENTATION**

Payments received prior to the statement processing date are reflected on the statement





1000 Wilshire Boulevard  
Suite 1500  
Los Angeles, CA 90017-1730  
(213) 891-0700 Telephone  
(213) 896-0400 Facsimile  
95-2640846  
<http://www.buchalter.com>

File Number OB	S1485-2	DAVID P. STAPLETON ZADEH KICKS LLC	5/31/22 1144000 2	Page	2
Date	Tkpr	Description of Services Rendered	Hours	Amount	
		SUBMISSION TO COURT; EMAILS WITH MR. BITAN REGARDING OATH OF RECEIVER; REVIEW AND ANALYZE RECEIVERSHIP STATUTE CONCERNING REQUIREMENTS FOR SAME; EMAIL MR. BITAN REGARDING SAME; EMAIL MR. BITAN CONCERNING DRAFT MOTION AND PROPOSED ORDER FOR APPOINTMENT OF RECEIVER.	2.3	1,495.00	
5/25/22	SMS	CONFERENCE WITH O. BITAN RE STATUS.	.3	268.50	
5/25/22	SMS	REVIEW NEXT WAVE LOAN DOCUMENTS.	.3	268.50	
5/25/22	SMS	REVIEW LEAD BANK LOAN DOCUMENTS.	.3	268.50	
5/25/22	SMS	LONG MEMORANDUM TO O. BITAN RE UCC ISSUES.	.5	447.50	
5/25/22	SMS	SECOND MEMORANDUM TO O. BITAN - CASH.	.2	179.00	
5/25/22	SMS	SECOND CONFERENCE WITH O. BITAN RE UCC ISSUES.	.2	179.00	
5/25/22	SMS	TEL. CONF. WITH D. STAPLETON - STATUS.	.3	268.50	
5/25/22	OB	REVIEW LEAD BANK AGREEMENTS; STRATEGIZE REGARDING SAME; REVIEW UCC SEARCH; BEGIN REVIEWING NEXT WAVE LOAN DOCUMENTS; ANALYZE SAME.	2.2	1,749.00	
5/25/22	OB	REVIEW AND REVISE MOTION REGARDING POSTING BOND IN LIEU OF INSURANCE; EMAIL RECEIVER REGARDING SAME.	.6	477.00	
5/25/22	OB	PREPARE FOR AND CALL COUNSEL FOR UNITED STATES REGARDING SEIZURE OF PERSONAL ASSETS.	1.1	874.50	
5/25/22	OB	REVIEW AND REVISE DRAFT NEWSLETTER TO BE SENT TO ALL CUSTOMERS; EMAIL RECEIVER REGARDING SAME.	.6	477.00	
5/25/22	DPL	CONFER WITH OREN BITAN REGARDING RECEIVERSHIP; EMAILS WITH MR. BITAN REGARDING STIPULATION OR LACK OF OPPOSITION TO MOTION TO AMEND ORDER.	.4	260.00	
5/26/22	SMS	CONFERENCE WITH O. BITAN RE STATUS.	.5	447.50	
5/26/22	SMS	MEMORANDUM TO D. STAPLETON RE RECEIVER WEBSITE.	.2	179.00	
5/26/22	SMS	MEMORANDUM TO D. STAPLETON RE CLAIMS SOLICITATION.	.2	179.00	
5/26/22	SMS	CONFERENCE WITH O. BITAN RE CHASE OFFSET.	.3	268.50	
5/26/22	SMS	REVIEW ADDITIONAL NEXT WAVE DOCUMENTS; MEMO TO O. BITAN.	.5	447.50	
5/26/22	SMS	MEMORANDUMS WITH O. BITAN RE CHASE.	.2	179.00	
5/26/22	OB	CALL AND EMAIL COUNSEL FOR CHASE REGARDING RECEIVER'S COLLECTION OF ASSETS; CALL AND EMAIL RECEIVER REGARDING SAME; STRATEGIZE REGARDING SAME.	1.9	1,510.50	
5/26/22	EGB	TELEPHONE CONFERENCE WITH DOUG PAHL, ATTORNEY FOR CREDITOR IN CASE WITH ZADEH KICKS LLC; CONTACT OREN BITAN REGARDING THE CASE; DISCUSS CASE WITH DAN LARSEN AND COORDINATE INFORMATION FROM DOUG PAHL.	1.1	687.50	
5/26/22	DPL	EMAILS WITH OREN BITAN REGARDING MOTION TO AMEND ORDER; EMAILS WITH MR. BITAN REGARDING POTENTIAL DEFECT IN ORDER AND POTENTIAL REMEDY; REVIEW OATH OF RECEIVER AND NOTICE OF SAME AND FILING OF BOND; EMAILS WITH MR. BITAN REGARDING SAME.	.6	390.00	
5/27/22	OB	CALL AND EMAIL COUNSEL FOR AMERICAN EXPRESS; CALL AND EMAIL COUNSEL FOR CREDITOR TEXOR; STRATEGIZE REGARDING SAME; EMAIL AND CALL RECEIVER REGARDING SAME.	2.8	2,226.00	
5/27/22	OB	REVIEW AND ANALYZE OREGON RECEIVERSHIP STATUTE REGARDING AUTOMATIC STAY, NOTICE TO CREDITORS AND ISSUANCE OF BOND.	1.2	954.00	
5/27/22	DPL	TRAVEL TO EUGENE WAREHOUSE FOR ZADEH KICKS; MEET WITH NIKE REPRESENTATIVE, LAW ENFORCEMENT, RECEIVER STAFF, AND COUNSEL			





1000 Wilshire Boulevard  
Suite 1500  
Los Angeles, CA 90017-1730  
(213) 891-0700 Telephone  
(213) 896-0400 Facsimile  
95-2640846  
<http://www.buchalter.com>

File Number OB S1485-2 DAVID P. STAPLETON ZADEH KICKS LLC 5/31/22 1144000 3 Page

Date	Tkpr	Description of Services Rendered	Hours	Amount
5/28/22	OB	FOR OWNER OF ZADEH KICKS; RETURN TO PORTLAND; CONFER WITH OREN BITAN REGARDING RESULTS OF SAME; REVIEW ORDER GRANTING BOND AMENDMENT; EMAIL SELMA CRAWFORD REGARDING PREPARATION OF NOTICE AND ORDER.	7.4	4,810.00
5/28/22	OB	REVIEW AND ANALYZE STATUS OF LEAD BANK ACCOUNT AND DEPOSIT AGREEMENT; EMAIL RECEIVER REGARDING SAME.	.6	477.00
5/28/22	DPL	REVIEW AND ANALYZE RECEIVERSHIP STATUTE CONCERNING CONTENT OF OATH AND NOTICE; EMAILS WITH OREN REGARDING MODIFICATION OF SAME; EMAIL SELMA CRAWFORD REGARDING SAME.	.4	260.00
5/31/22	SMS	REVIEW CREDITOR LETTER; CONFERENCE WITH O. BITAN.	.7	626.50
5/31/22	OB	CALL COUNSEL FOR LANDLORD REGARDING LEASE EXTENSION; REVIEW LEASE; STRATEGIZE REGARDING LEASE EXTENSION; REVIEW AND ANALYZE OREGON RECEIVERSHIP STATUTE AND ORDER APPOINTING RECEIVER REGARDING RECEIVER'S ASSUMPTION OF EXECUTORY CONTRACTS; EMAIL RECEIVER REGARDING SAME.	1.8	1,431.00
5/31/22	OB	REVIEW LETTER SENT BY COUNSEL FOR SCHMITTY KICKS; STRATEGIZE REGARDING RESPONSE TO SAME; CALL AND EMAIL RECEIVER REGARDING SAME.	1.3	1,033.50
5/31/22	JDH	REVIEW LEASE AND TCW O. BITAN RE LEASE AND RECEIVERSHIP ORDER RE SAME	.5	350.00
5/31/22	DPL	EMAILS WITH OREN BITAN REGARDING BOND AND POTENTIAL FILING OF SAME; CONFER WITH ASSISTANT TO DETERMINE PROCESS ACCEPTABLE TO CLERK FOR SUBMISSION OF BOND; EMAIL MR. BITAN REGARDING SAME; REVIEW AND ANALYZE RECEIVERSHIP STATUTE REQUIREMENTS FOR OATH OF RECEIVER AND NOTICE OF ENGAGEMENT OF COUNSEL; EMAILS WITH MR. BITAN REGARDING REQUIREMENTS OF SAME AND MODIFICATION OF PLEADINGS FOR FILING; REVIEW AND REVISE OATH, NOTICE OF ENGAGEMENT OF COUNSEL, AND NOTICE OF FILING BOND; REVIEW REQUIREMENTS FROM CLERK FOR FILING SAME; EMAIL MR. BITAN REGARDING DRAFTS OF PLEADINGS FOR SAME; CONFER WITH BRAD COPELAND REGARDING POTENTIAL EXTENSION OF LEASE; ANALYZE POTENTIAL LEVERAGE OF LANDLORD REGARDING TERMS OF LEASE EXTENSION; EMAILS WITH MR. BITAN REGARDING SAME; CONFER WITH MR. BITAN REGARDING NEGOTIATION WITH LANDLORD; CONFER WITH OREN BITAN AND BRAD COPELAND REGARDING POTENTIAL LEASE EXTENSION AND MODIFICATION; EMAILS WITH MR. COPELAND REGARDING SAME; REVIEW DRAFT OF LEASE MODIFICATIONS; REVIEW EMAILS FROM MR. BITAN REGARDING SAME.	2.3	1,495.00

Recap of Services	Hours	Effective Rate	Fees
STEVEN M. SPECTOR	6.1	895.00	5,459.50
OREN BITAN	35.2	795.00	27,984.00
J. DAVID HITCHCOCK	.5	700.00	350.00
ERNEST G. BOOTSMA	1.1	625.00	687.50
DANIEL P. LARSEN	13.7	650.00	8,905.00
RONNIE AUCEDA	.5	275.00	137.50
<b>Total</b>	<b>57.1</b>		<b>43,523.50</b>

# Buchalter

1000 Wilshire Boulevard  
Suite 1500  
Los Angeles, CA 90017-1730  
(213) 891-0700 Telephone  
(213) 896-0400 Facsimile  
95-2640846  
<http://www.buchalter.com>

File  
Number  
OB

S1485-2

DAVID P. STAPLETON  
ZADEH KICKS LLC

5/31/22  
1144000  
Page 4

Total Fees	43,523.50
Matter Total	\$ 43,523.50



**Stapleton Group**  
 514 Via De La Valle  
 Ste 210  
 Solana Beach, CA 92075  
 213-235-0600  
 www.stapletoninc.com

May 31, 2022

**Zadeh Kicks, LLC**

**Invoice Number: Draft**  
 Invoice Period: 05-01-2022 - 05-31-2022

#### Time Details

Date	Timekeeper	Description	Hours	Amount
05-18-2022	DS	Prepare for appointment. Review order and provide comments on same. Discuss w/ counsel. Emails w/ counsel for defendant.	0.90	445.50
05-19-2022	DS	Review docs, research, etc. Review filings, orders, dec. Multiple emails w/ counsel and counsel for defendant. Review same. Prepare for hearing.	2.30	1,138.50
05-19-2022	JD	Review files and provide proposed orders for ZedahKicks matter. Review declaration and reply to attys w/ executed version.	0.50	232.50
05-20-2022	JD	Plan for takeover for Zadeh Kicks matter. Review order and pleadings.	0.80	372.00
05-20-2022	JD	PM updates and planning for on-site takeover.	0.50	232.50
05-20-2022	JD	Review status, review order. Prepare for takeover. Confer w/ team re: same and site visit. Attend conf. Call w/ USDOJ and attys re: seizure of personal assets and overlap w/ receivership / business assets. Updates w/ DS.	1.60	744.00
05-20-2022	DS	Review results of hearing. T/C w/ counsel. Work on planning for initial site visit. Multiple T/Cs and emails w/ all parties.	2.70	1,336.50
05-20-2022	MH	Research, review company background, and customer complaints. Discovery of PPP loan outstanding and business model. Multiple discussions w/ DS and JD re: same. Confer w/ IT re: claims email set up. Zoom call w/ Federal agents, O. Bitan, JD and receivership counsel.	2.10	829.50

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Page 1 of 8



Date	Timekeeper	Description	Hours	Amount
05-21-2022	AN	Coordinate site visits, review emails, and set up notes. Confer w/ DS. Confer w/ JD. Review Order and web reviews.	2.50	875.00
05-21-2022	DS	T/C w/ AN. Review of emails. Review of research. Plan for site visit.	1.20	594.00
05-22-2022	DS	Prepare for Zadeh takeover. Confer w/ team. Review research. Review order / pleadings.	0.80	396.00
05-22-2022	AN	Travel to Eugene OR at 50% of time.	3.00	1,050.00
05-23-2022	MH	Creation and distribution of shared drive and architecture for digital file and folder storage. Task planning and distribution.	0.50	197.50
05-23-2022	AN	Visit three locations, picture document and meet w/ locksmith to change locks for all locations. Meet w/ M. Malekzadeh, Receiver and Counsel re: business operations. Review inventory and private collectibles.	8.50	2,975.00
05-23-2022	DS	Travel to site at 50% of time.	2.00	990.00
05-23-2022	DS	On-site w/ Michael, counsel for Michael, Tiffany, etc. Review facility, inventory, issues, cash. Review and discuss all matters. Plan for takeover.	4.60	2,277.00
05-23-2022	DS	Meeting w/ team to plan for takeover and investor / creditor communication. Review documents and emails. Meetings w/ Michael re: issues / facts. Review securement of facilities.	2.50	1,237.50
05-23-2022	DS	Review creditor, police, FBI issues. Meet w/ FBI and w/ US Attorney.	0.80	396.00
05-23-2022	DS	Evening meetings to plan for next day, communication, inventory, sale strategy, etc. Discuss same.	1.30	643.50
05-23-2022	JD	Meet FBI, meet US Attorney. Follow ups re: security issues and access. Confer w/ AN re: locksmith status. Confer w/ team re: notice to banks. Updates re: assignment of tasks.	1.50	697.50
05-23-2022	DB	Prepare letter to Chase Bank and office visit to serve court order and freeze accounts.	0.90	135.00
05-23-2022	JD	Travel to Eugene, OR headquarters at 50% of time.	2.00	930.00
05-23-2022	JD	Detailed review of order. Summarize key takeover items related to same. Confer w/ DS re: all of same, bond, insurance, bank accounts, inventory, appraisal, meetings w/ DOJ / forensics and other.	1.20	558.00
05-23-2022	JD	PM meetings and debrief w/ team re: strategy, communication, sale options, insurance, cash, etc.	0.80	372.00
05-23-2022	JD	On-site meetings w/ M. Malekzadeh, counsel and Receiver's team. Tour facilities. Detailed review of in-stock inventory, fulfillment requirements, cash, insurance, bank accounts, net	4.40	2,046.00

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Page 2 of 8

Date	Timekeeper	Description	Hours	Amount
		winners / losers, etc.		
05-23-2022	YL	Review court document. Submit request for new bank account. Forward court document and necessary information to L. Brown at CNB.	0.80	240.00
05-24-2022	CS	Confer w/ JD re: project details and travel.	0.50	137.50
05-24-2022	JD	Travel from site at 50% of time.	2.00	930.00
05-24-2022	JD	Team meeting re: open items, tasks to complete. Review inventory, visit site, discuss security, cameras, insurance, cash, chargebacks, assignment of staff to assist with same, IT items and other. Summarize notes.	2.80	1,302.00
05-24-2022	JD	AM Zoom call w/ DS, Atty. Bitan and counsel for M. Malekzadeh re: messaging, timing and other pending items. Meeting w/ M. Malekzedah re: website, messaging, inventory, staffing, and other.	1.50	697.50
05-24-2022	JD	Review inventory count procedures w/ AN, M. Malekzadeh and warehouse staff. Tour facility w/ M. Malekzadeh. Respond to inquires from creditors. Confer w/ team re: incoming phone calls and emails from creditors / victims / creditors. Debrief w/ DS re: planning.	2.60	1,209.00
05-24-2022	DS	AM Team meeting to prepare for day and assign task / view inventory / address critical items.	2.50	1,237.50
05-24-2022	DS	Meeting w/ Michael re: website, messaging, sales, inventory, staffing, cash, etc.	1.10	544.50
05-24-2022	DS	Review inventory, document same, review procedures / controls. Respond to inquires from creditors. Meeting w/ JD re: planning, etc.	2.70	1,336.50
05-24-2022	DS	Team meeting to debrief and plan next steps to address critical items. Meeting w/ counsel re: same. Review and respond to emails.	1.80	891.00
05-24-2022	DS	Travel from Eugene at 50% of time.	2.00	990.00
05-24-2022	DS	Evening review of issues / reactions to notice of receivership. Confer w/ AN re: safety, security, etc. Confer w/ JD and counsel re: further messaging. Review responses from counsel for Michael.	0.70	346.50
05-24-2022	AN	On site at facility, meet w/ employees re: physical count for inventory in shipping warehouse. Conduct multiples site visits to all locations to confirm secured condition. Multiple calls to security firms re: 24/7 guard services.	10.50	3,675.00
05-24-2022	MH	Research and review historical information re: articles and coverage. Review public complaints, perception, refund requests, incidents and escalation by AMEX and Paypal.	1.00	395.00
05-24-2022	MH	Review to confirm claims email set up and filters. Work w/ team re: voicemail setup redirect and notification setup. Confer w/ DB	0.90	355.50

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Page 3 of 8



Date	Timekeeper	Description	Hours	Amount
		re: strategy and fielding calls from prospective claimants.		
05-24-2022	DB	Prepare Oath of receiver. Send Order to insurance broker and request bond. Research filing requirements in Oregon Circuit Court, County of Lane. Organize pleadings and update contact list. Process credit card receipts for locksmith. Prepare Notice of Filing Oath and Bond. T/Cs w/ Chase Bank and report findings to DS. Fax court order to Chase. Review emails re: same. Forward Oath and Notice to Atty. Bitan for review. Review Donlin Recano proposal and contract. Numerous T/Cs w/ claimants. Set up voicemail greetings w/ information for claimants.	4.90	735.00
05-24-2022	YL	Email correspondence and T/C w/ CNB re: new bank account. Review, download and distribute signature card for signing. Create and send wire instructions to DS and JD.	0.50	150.00
05-25-2022	MH	Confer w/ IT re: response to existing messages in email claim and setup outgoing auto-response template. Access and update the website. Deactivate/suspend Instagram. Update and organize database for passwords and credentials. Review and distribute tasks. Meetings w/ JD re: pending items.	1.30	513.50
05-25-2022	AN	On-site at Eugene office, review mail and organize expenses, conduct walkthrough for all locations. T/C to and lvm for insurance provider re: policy limits. Conference call w/ Counsel re: schedule visit to private residence to collect personal collectibles. Email to Principle re: request admin code for alarms. Multiple f/u calls w/ security firms re: rates, timeline to begin services, review proposal and service contract, discuss same w/ DS. Confer w/ CS re: potential warehouse locations.	8.50	2,975.00
05-25-2022	DS	Review banking, cash, takeover, etc. Confer w/ team. Review insurance.	1.60	792.00
05-25-2022	DS	Review planning for site visit to house, FBI, etc. Confer w/ AN.	1.20	594.00
05-25-2022	DS	Work on setting up data room, etc. Review multiple investor inquiries.	2.00	990.00
05-25-2022	DB	T/Cs w/ numerous possible claimants. T/C w/ N. Voorhies at Donlin Recano and report findings to DS and JD. Process changes to Donlin Recano agreement and send via email w/ questions. Review court order and petition and report findings are addresses of locations to DS. Process Donlin Recano contract. Review emails re: next steps, return contract, and send responses to next steps email and add'l questions. T/Cs w/ IT re: sharing emails w/ Donlin Recano. Download all emails and send a shared link to Donlin Recano w/ same.	4.60	690.00
05-25-2022	JD	T/C w/ Atty. Bitan re: bank account takeover, transfer, 24-hour security, insurance and other. Conf. call w/ Atty. Bitan and Atty. Kerin re: status, bank account transfer, additional seizure / safeguarding of assets at residence and Receiver's involvement in taking control of personal assets. Summarize notes re: same. Update team. Confer w/ AN re: new facility, security, morning update of on-site events and other.	2.20	1,023.00
05-25-2022	JD	Review and revise script for website. Confer w/ MH re: Shopify back-end, MailChimp, Instagram and other. Review emails w/ updates re: recent social media posts. Confer w/ team re: status.	2.60	1,209.00

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Page 4 of 8

Date	Timekeeper	Description	Hours	Amount
		Revisions to scrip for website, confer w/ DS re: same. Confer w/ DB re: call-center and email set-up. Coordinate same w/ team. T/C w/ call-center rep. Update re: status of website suspension. Follow up w/ counsel and all parties re: same via email. Finalize and send script to be sent re: newsletter.		
05-25-2022	JD	T/Cs w/ M. Malekzadeh re: website, MailChimp and bank transfer. T/C w/ counsel re: follow ups w/ banker re: transfer of funds to receivership trust account. T/C and VM to banker re: same. Send follow up email re: same. PM emails.	1.10	511.50
05-25-2022	YL	Follow up w/ L. Brown at CNB re: new bank account opening. Review email re: initial incoming wires. Review CNB new account agreement. Follow up w/ L. Brown re: same. Provide comment to JD and DS.	0.80	240.00
05-25-2022	CS	Travel to Eugene, OR at 50% of time.	2.00	550.00
05-25-2022	CS	On-site visits to facilities. Conduct research on a potential new location in the Portland Area to relocate inventory from current locations.	2.40	660.00
05-26-2022	CS	On-site at Eugene facility. Conduct additional research on potential warehouse storage facilities in the Portland area. T/C to Industrial real estate brokers re: leasing inquiries. Interface with Zadeh Kicks owner to obtain access to Ring security cameras. Conduct floor to sheet, sheet to floor inventory test count at buildings. Photograph of facility interiors.	8.70	2,392.50
05-26-2022	YL	Review incoming wire and provide status update to JD and DS.	0.30	90.00
05-26-2022	JD	Update w/ on-site team re: alarms, cameras, security, inventory and other. Confer w/ MH re: Shopify status. Updates re: same. Review emails.	1.60	744.00
05-26-2022	JD	AM T/Cs to Chase Bank w/ M. Malekzadeh and counsel. T/C w/ legal processing team. Updates w/ Atty. Bitan re: same. Review emails re: approved transfer amount net of pending corporate CC charges. Review creditor traffic, status of messaging and other.	1.80	837.00
05-26-2022	JD	Various updates and comments re: receivership creditor website.	0.40	186.00
05-26-2022	DB	Numerous T/Cs w/ IT to test zadehkicks email. Confer w/ JD re: next and review website posting. Numerous T/Cs w/ creditors. T/C w/ N. Voorhies at Donlin Recano. Review website. Send email to Chase Bank to request appt. to sign signature cards. Prepare a draft of FAQs for posting on the website. Review talking points FAQs sent by Donlin Recano and send back revised version.	3.60	540.00
05-26-2022	DS	Review takeover and new seizure issues at personal residence. Multiple emails re: same. Update w/ team on the ground. Review status of inventory and timing.	1.30	643.50
05-26-2022	DS	Work on insurance coverage and installing security teams. Multiple calls and emails re: same.	1.40	693.00
05-26-2022	DS	Implementation of website for creditors and FAQs, etc. Review hotline set up, etc. Work on banking and recovery of \$1.7 million	1.60	792.00

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Page 5 of 8



Date	Timekeeper	Description	Hours	Amount
		from Chase Bank.		
05-26-2022	AN	On site at Eugene office, meet w/ employees, review inventory progress. Schedule visit to private residence. Confer w/ security service re: scheduling. Confer w/ insurance provider re: business property and general liability policy limits, receiver as additionally insured. Conduct site visits to other locations to confirm secured condition. Retrieve and review completed inventory count for shipping warehouse. Confer w/ and review inventory test counts for w/ CS.	8.70	3,045.00
05-26-2022	MH	Confer w/ JD re: Shopify access. Multiple attempts to contact Shopify customer service.	0.60	237.00
05-26-2022	CN	T/C w/ YL re: setup property in Yardi.	0.10	25.00
05-27-2022	CN	Setup property and bank account.	0.80	200.00
05-27-2022	MH	Wind down Instagram, unfollow all profiles, review/change settings, and remove the ability to comment from all posts. Multiple T/Cs to Shopify and email to Shopify customer service requesting access to site and data.	2.20	869.00
05-27-2022	AN	On-site at offices, conduct walkthrough for all locations, meet w/ employees, pick up Uhaul, visit the private residence, meet w/ counsel and FBI agents, picture document personal collectibles. Meet w/ landlord for building. Meet w/ security guard to walk the exterior and identify all entrances at all buildings. Confer w/ and review inventory test counts for warehouse w/ CS, review progress. Admin review and organize photos. Review declaration pages for insurance policy.	9.20	3,220.00
05-27-2022	AN	Travel from Eugene, OR at 50% of time.	3.00	1,050.00
05-27-2022	DS	Review claims line and related issues. Confer w/ DB, etc.	0.60	297.00
05-27-2022	DS	Review issues on-site w/ visit to house, FBI, planning, etc. T/Cs w/ AN re: same.	1.30	643.50
05-27-2022	DS	Finalize insurance. Review landlord issues. Review staffing issues w/ employees, etc.	1.50	742.50
05-27-2022	DS	Planning meeting w/ JD.	0.50	247.50
05-27-2022	DB	Approve final message to creditors. Finalize FAQs and send to Donlin Recano to post on website. Calendar initial report deadline, notice to creditors and possible motion to extend automatic stay. T/Cs w/ creditors. Download and organize documents sent by Acuity Forensics.	2.60	390.00
05-27-2022	JD	Updates w/ counsel re: status of incoming wire from chase, court order details, status of review of counterfeit sneakers and seizure of sneaker inventory at residence. Conf. call w/ DS and counsel re: secured lenders, status of perfection, credit card balances as offset to funds and OR law related to all of same and process.	1.40	651.00
05-27-2022	JD	PM resolution to alarm and security checks. Confer w/ AN re:	0.60	279.00

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Page 6 of 8

Date	Timekeeper	Description	Hours	Amount
		same. Confer w/ security co. re: same.		
05-27-2022	JD	Updates w/ AN and CS re: on-site matters, insurance, walkthrus w/ FBI and others and summary of status at week's end. Plan for next week.	1.60	744.00
05-27-2022	CS	Onsite at offices. T/Cs to local vendors re: security camera installation at buildings. Interface w/ counsel, FBI, DHI, and representatives from Nike. Conduct thorough floor to sheet, sheet to floor inventory count of inventory at warehouse. Meeting w/ hired security guard to do a walkaround of sites.	8.00	2,200.00
05-27-2022	CS	Debrief w/ JD and AN. Review Order.	1.00	275.00
05-27-2022	CS	Travel from Eugene, OR at 50% of time.	2.00	550.00
05-28-2022	JD	Updates re: landlord contacts and security. Updates re: alarm and activity. Follow ups re: Lead Bank contact, serving order and transfer of accounts. Request transfer of all funds in Lead Bank to receivership trust account. Emails re: existence of all other accounts.	0.60	279.00
05-28-2022	DS	Review emails and pending items.	0.30	148.50
05-31-2022	DS	Review and respond to multiple emails from the weekend and confer w/ JD and counsel on responses.	0.80	396.00
05-31-2022	DS	Review inventory, emails, claims, shopify, etc. Confer w/ team and confer w/ counsel.	0.70	346.50
05-31-2022	MH	Review invoice for retainer from Donlin. Enter wire for processing. Confer w/ AR re: same.	0.30	118.50
05-31-2022	AN	Review tasks w/ CS. Review multiple emails and notes from Principle. Confer w/ DS and JD re: inventory security, warehouse to relocate and consolidate assets, schedule return to personal residence. QuickBooks upgrade. Confer w/ CS re: progress for security cameras. Confer w/ security company re: weekend events, scheduled on-site hours. Email introduction w/ broker for warehouse rental. Follow-up email to M. Kerrin counsel for the Principle re: asset retrieval from personal residence.	3.80	1,330.00
05-31-2022	CN	Review and approve new vendor setup. Review outgoing wire. Confer w/ AR re: same. Review and post A/P batches.	0.50	125.00
05-31-2022	CN	Confer w/ DB re: Donlin Recano & Company. Set up new vendor. Process wire payment. Process A/P.	1.10	275.00
05-31-2022	DB	T/C w/ Chase Bank. Prepare draft letter to Lead Bank. Process incoming mail. Organize lease documents.	0.90	135.00
05-31-2022	JD	Follow ups re: status of inventory test counts. Discuss alarm, camera systems, meetings for assets at residence and other. Updates w/ DS and AN re: all of same. Review status of freeze on Lead Bank account. Updates w/ counsel re: same. Confer w/ DB re: same.	2.20	1,023.00

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Page 7 of 8

Date	Timekeeper	Description	Hours	Amount
05-31-2022	CS	Travel to Eugene, OR at 50% of time.	2.00	550.00
05-31-2022	CS	T/Cs w/ vendors re: quotes for camera installation at facility. Install wifi signal booster at office. Meet w/ electrician at facility to check the feasibility of installation. Confer w/ JD and AN re: potential warehouse lease in Portland. Continue inventory S2F F2S at warehouse.	5.70	1,567.50
<b>Total</b>			204.30	76,499.00

**Time Summary**

Timekeeper	Hours	Amount
Audrey Nefkens	57.70	20,195.00
Chase Stroman	32.30	8,882.50
Chuck Nguyen	2.50	625.00
David Stapleton	44.70	22,126.50
Deborah Burger	17.50	2,625.00
Jake Diiorio	38.30	17,809.50
Michael Husted	8.90	3,515.50
Yenni Liang	2.40	720.00
<b>Total</b>	204.30	76,499.00

**Expense Summary**

Expense	Amount
Airfare	5,023.68
Copies	6.20
General	102.16
Lodging	2,588.31
Meals	523.51
Mileage	91.85
Other	651.28
Rent a Car	557.50
Transportation	204.55
<b>Total Expenses</b>	9,749.04

**Total for this Invoice** 86,248.04

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Page 8 of 8